

INDOOR PLUMBING REHABILITATION LOAN PROGRAM

MANAGEMENT PLAN



**FUNDED BY
THE VIRGINIA DEPARTMENT OF
HOUSING AND COMMUNITY
DEVELOPMENT**

Program Year 2013

ADMINISTRATIVE OVERSIGHT

1. List the names and titles of each member of your Rehab Oversight Board. Also, note who they represent (resident member, local government representative, etc.).
2. List the responsibilities of the Rehab Oversight Board.
3. List the names of the Program Administrator, Financial Manager, and Rehabilitation Specialist.

Program Administrator: _____

Financial Manager: _____

Rehab Specialist: _____

Lead Risk Assessor _____
(DPOR Lead License Number)

(If the lead clearance services are being contracted out, a copy of the contract must be attached.)

4. Describe how the persons identified in question 3 are to be employed (staff, contract, subcontract, etc.), and their responsibilities. (Position descriptions may be attached).

5. Attach a copy of the By-Laws for the Rehab Oversight Board.

6. Describe your application outreach program, including any display ads announcing funding availability.
7. Describe how and where applications for assistance will be taken.
8. Describe the process for the verification of income, assets, and property ownership.
9. Describe the criteria that will be used to determine eligibility, how eligible beneficiaries will be prioritized and selected for IPR assistance, and how they will be notified of selection outcome.

PROCUREMENT

10. If you plan to pre-qualify contractors, how will you solicit them?
11. Describe how eligible contractors will be pre-qualified.
12. Describe how you will procure contractors and execute contracts. Specify the number of contracts and units per contract a contractor may have at any given time. Identify the maximum allowable construction time for each contract.

13. Describe the procurement procedures that will be utilized to retain construction contractors.

14. Describe how you will meet the local business and employment requirements.

15. Describe how you will meet the minority- and female-owned businesses requirements.

LOAN QUALIFYING

16. Please state the term and interest rate you will apply to IPR loans.
17. Please identify your loan servicing agent. If this individual does not work for your agency, identify the name of organization with whom you have contracted out loan servicing.
18. Identify the method of security to be used, who will be responsible for recording the deed or lien, and how you will ensure that it is removed when the terms of the loan are met.

20. Describe your default policy, including the incremental steps you will take to prevent it and under what circumstances, if any, foreclosure will take place.

21. Describe your inspection process. Identify all of the types of inspections that will take place, when each type of inspection will take place, and who will conduct or participate in each type. Describe how problems identified during an inspection will be documented and resolved.
22. Describe your construction payment procedures. Please specify what approvals are required and by whom, and at what percentages payment will be made. Identify what documentation must be submitted along with the final payment request.
23. Describe the method by which change orders will be approved. Specify who will approve change orders, the criteria used to approve them and when payment will be made.

24. Describe how your program will ensure that construction work is done in a timely, cost effective manner with minimal disruption to the homeowner.
25. Describe how you will ensure that all debris is removed before construction starts and any cleanup requirements the contractor must observe during and after construction.
26. Describe your complaint and appeal process.

27. Describe your temporary relocation policy. Identify what circumstances warrant relocation; who will be responsible for deciding if temporary relocation is to occur; how personal belongings will be inventoried, moved, and stored; if lodging (if required) will be provided; the maximum length of time a household will be temporarily relocated; and the maximum amount of allowable temporary relocation costs.
28. Describe how you will ensure that all work to be completed is in line with DHCD's HQS.
29. Describe the role of the Program Administrator in establishing the eligibility of all rehabilitation work to be completed.

SELF HELP

30. Describe how you plan to involve beneficiaries in the Rehab Process.

FINANCIAL MANAGEMENT

31. Describe how you will track the receipt and expenditure of IPR funds.
32. Describe how you will collect, track, manage and use Program Income.
33. If applicable, describe what type of accounting will be used to maintain Rollover and Escrow Funds, including what steps you will take to ensure that rollover funds can be located at all times.
34. List the names of all individuals authorized to sign checks.
35. List the names of all individuals authorized to sign IPR draw down forms. (At least two persons must be authorized. Contact your Community Development Specialist if they are the same person(s) listed above.)

HOME MAINTENANCE EDUCATION

36. Describe your home maintenance education program. Identify what will be covered, where it will be held, and who will be required to attend it. List what items will be distributed to attendees.

PRODUCTION SCHEDULE

37. List your planned schedule of production. Include a count of how many houses you estimate to rehab per locality, given your budget. No more than fifty percent (50%) of the units submitted can qualify under the “failed septic system” definition.

LEAD-BASED PAINT PROCEDURES

38. Describe your LBP procedures.

Chief Executive Officer

Date

Explanation of Form

The attached Program Income Plan model is designed to make its preparation as easy as possible. Therefore, under section one, a subrecipient only has to list the eligible activities for which it wishes to use the program income. If a Subrecipient wishes to provide first-time homebuyers with assistance, the Program Income Plan must state that the assistance may include up to 50% in down payment assistance, reasonable closing costs normally associated with the purchase of a home (including paying discount points to the lender), principle write-down assistance, subsidize interest rates and/or finance acquisition and mortgage insurance.

Subrecipients should remember that it cannot use program income for any activity not listed without revising the Program Income Plan which can take time. Therefore, subrecipients might want to list more activities than it anticipates using in the immediate future.

In the second section, the Subrecipient only needs to insert if its Housing Rehab Board is using a standard 10-year loan term period or one up to 15-years. A period of less than 10 years needs to be described in a DHCD-approved Project Management Plan.

In the third section, the Subrecipient only needs to insert the County in which program income will be earned. If the Subrecipient roams, it must state where the income was earned by roaming and where it will be spent. If the Subrecipient covers more than one County, address each County e. g., all program income earned in County A will be spent in County A until all houses without a bathroom are served. Afterwards, the income will be spent in Counties B-D, etc. If the Subrecipient roams, then that will also have to be addressed.

In the fourth section, the Subrecipient needs to calculate how much income will be earned for the next 10 years.

Sections five and six reflect current DHCD policies and guidelines. If a Subrecipient feels it cannot observe the language in these sections, it needs to contact its Community Development Specialist before submitting the Program Income Plan for review so the matter can be discussed.

The Plan should be adopted by the Subrecipient's local governing board or Board of Directors prior to submission. Once DHCD concurrence is received, distribute copies to the Housing Rehab Board and the Finance Manager and a copy of the Plan placed in the project file.

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**VIRGINIA INDOOR PLUMBING PROGRAM
PROGRAM INCOME PLAN**

Subrecipient: _____

Date: ____/____/____

Project Title: Indoor Plumbing Program

Contract#: _____ -PR- _____

OBJECTIVE:

The expenditure of active and inactive program income generated from the IPR program in a manner that will directly benefit low- to moderate-income residents of the _____ of _____, Virginia who are living in substandard housing.

- 1. ACTIVITIES: Describe the ACTIVITIES that will be carried out with program income funds. All activities must be eligible expenditures as described in the IPR Manual.**

Active IPR program income: Funds received during the open contract year will be accumulated. When the amount reaches \$1,000, the next drawdown request will be reduced by the entire amount received to date or the income will be returned to DHCD.

Inactive IPR program income: Funds received after the end of the contract year will be used for the following activities, all of which will include bringing failing properties up to DHCD HQS:

- a) Inactive program income may be used for actual administrative costs. At the time the program income is expended, ten percent of it may be used for administrative purposes, including loan servicing;
- b)
- c)
- d)
- e)

Program income will be used only for applicants whose household incomes are at or below 80% of the County's median income.

Wells must be drilled, tested and approved. "Pump and haul" systems will not be installed. Revolving loan fund proceeds will be paid to contractors and suppliers only and made upon

completion of work for paid labor and at the start of a project for materials.

2. **TIME FRAME:** Briefly outline the **TIME FRAME** during which the project will be carried out and completed.

Program income covered by this plan will be derived from direct 0% interest loan repayment over estimated average of _____ year period for all rehab and substantial reconstruction/special rehab projects.

3. **PROJECT AREA:** Briefly describe the project area in which activities will be carried out.

All projects funded with program income will be located within the County of _____.

4. **FUNDS TO BE AVAILABLE:**

- a) Total Projected Program Income for Next 20 Years: \$ _____ (including interest)
- b) # of Years until Payback Complete for Each Loan: _____
- c) If Revolving Loan Program, # of Years until Payback Complete: _____
- d) Payback Schedule Total Principle and Interest:

Year 1 \$	Year 11 \$
Year 2 \$	Year 12 \$
Year 3 \$	Year 13 \$
Year 4 \$	Year 14 \$
Year 5 \$	Year 15 \$
Year 6 \$	Year 16 \$
Year 7 \$	Year 17 \$
Year 8 \$	Year 18 \$
Year 9 \$	Year 19 \$

Year 10 \$	Year 20 \$
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5. **DECISION MAKING:** Briefly state who will decide on the use of the Program Income, how that decision will be made, and what oversight will be used to assure that this plan is followed.

Inactive IPR program income will be used at the first opportunity the Housing Rehab Board deems appropriate, based upon the Project Management Plan guidelines, after a sufficient balance of funds has developed. The Board will receive regular financial reports showing all income earned and expended. The Board will approve and track all applications and contracts and ensure proper documentation of the usage of funds. Requests will be submitted to and reviewed by the Board at its monthly meetings. Majority vote will be required to approve the use of the funds.

6. **ADMINISTRATION:** Briefly state who will decide on the Program Income funds, who will implement the activities and how the activities will be carried out.

The Financial Manager will manage the program income funds. The funds will be deposited in an interest-bearing escrow account and identified as revenue or expenditure. Funds will be accounted for separately on the balance sheet. This account will be different from the one holding any IPR rollover funds. Records will be kept on a program year (July 1 to June 30) basis. Records **must** show the amounts due and received monthly by client's name, separated by active/inactive status, contract number, locality's name and the income expended annually. Copies of source documentation will be placed in the appropriate client file.

The Board will implement the activities in accordance with the Project Management Plan and the IPR Program Manual. The VA Public Procurement Act will be followed. The Board will ensure compliance.

I certify that this is the plan of this subrecipient for use of income derived from the Indoor Plumbing Program after the current contract expires. I further certify that the governing body/subrecipient Board fully intends to carry out this plan, to oversee its implementation and assures that no other use of these funds will be allowed. I certify that this subrecipient will budget program income funds in a separate, distinct account and will maintain records documenting the use of those under the Home Investment Partnerships Act as amended. I understand that the Virginia Department of Housing and Community Development may review the expenditure of program income funds.

Signature of Authorized Official of Subrecipient

Date

Housing Quality Standards in DHCD Housing Rehabilitation Programs

March 1, 2009

I. General

The eligibility of all rehabilitation work must be documented by the DHCD Section 8 Checklist.

Replacement of appliances, fixtures and housing components may take place **only** after it has been documented that repair is not possible or cost effective.

All work must relate to the health, safety, and energy efficiency of the household, and must be cost effective.

No cosmetic or incipient violation improvements shall be made.

All houses shall be inspected using this checklist by **both** the Project Administrator and the Rehab Specialist. The checklist must be signed by **both** the Project Administrator and the Rehab Specialist.

All work to be performed shall be reviewed for eligibility, prior to bidding construction or approval of change orders, by the Project Administrator.

The condition of the house after rehabilitation must comply with the minimum standards set forth here.

II. Preliminary Inspection Procedures

The Rehabilitation Specialist shall use DHCD's Field Inspection Checklist to review and determine the need and eligibility of rehab work to be done on each house.

All work specified in the work write-up must relate to a specific violation cited on the Checklist.

All violations noted in the Checklist must be addressed by repairs in the write-up.

Where replacement of components is specified, the justification must be provided in the "Comments" column of the Checklist and, if relevant, documentation must be attached.

The Rehab Specialist should conduct the inspection in a routine manner consistent in each house.

Inspections must be conducted "room by room" and by major component. The inspection must include the exterior, yard, roof, chimney, attic, basement or crawl space, and out buildings.

The electrical system must be inspected by a licensed Journeyman, certified by the Virginia Department of Professional and Occupational Regulation (DPOR), who is independent from the contractor doing electrical work, or by a Building Official certified by DHCD to do electrical inspections.

All houses must be inspected by a professional exterminator for infestation of wood-boring insects, vermin and roaches, and be treated if infested.

Certifications of thorough chimney inspection and of Blower Door test and weatherization measures are required by the Rehab Specialist.

Housing built prior to 1978 will be presumed to contain lead-based paint (LBP). All repairs will be designed (upon recommendation of a DPOR licensed Risk Assessor) to eliminate LBP hazards using interim control measures, more specifically *standard treatments*, and the house must pass a Clearance Examination as documented by the Risk Assessor.

III. DHCD Section 8 Standards

A. Living Room and Bedrooms

- 1. Electrical:** The living room must be free of electrical hazards (uncovered outlets, bare or exposed wire, or overloaded extension cords). Circuits and outlets must be able to carry the proposed load. At least two duplex outlets must be properly installed. Permanent light bulbs and switches must be covered by appropriate fixtures.
- 2. Security:** All doors and windows which are accessible from the ground must be equipped with a properly-working locking device.
- 3. Windows:** At least one operable window must be present in living room and bedrooms. All windows must form a reasonably tight weather seal, be free of signs of severe deterioration, be able to be opened and closed by the occupant (if so designed) and be free of missing or broken (not cracked) panes.

All non-passable windows must be repaired rather than replaced unless it is demonstrated that repair will exceed 75% of replacement cost.

- 4. Walls and Ceilings:** All walls and ceilings in habitable areas of the dwelling must be free of severe damage from friction, impact, moisture, insects, or fatigue. Any holes, unkeyed surfaces, severe buckling, or structural weakness must be repaired. Doorstops must be installed at each doorway to prevent wall impact at the knob.

All non-passable walls and ceilings must be repaired, rather than replaced, unless more than 40% of surface area is damaged or structurally unstable.

- 5. Floors:** Floors must be structurally sound, able to withstand normal walking and stationary loads without buckling or bouncing, and contain no holes or damaged or missing structural parts.

Carpeting may only be installed if flooring must be replaced and carpeting will be laid directly upon sub-flooring.

- 6. Paint/Surface Treatment:** Repaired or replaced surfaces may be finished or painted to match surrounding surfaces. Where existing surfaces are significantly damaged (scaled paint, exposed subsurface), the surface treatment shall be as follows:
 - a. Where children aged 6 years and under are present, contractor shall wet scrape all loose paint and/or cover with a cost-efficient covering using interim control measures as identified in the "Lead Safe Work Practices" course required of all contractors.
 - b. Where the sole inhabitants are handicapped and/or 65 years of age or older, contractor shall prepare surface appropriately and cover with cost-efficient covering.
 - c. Where an able-bodied person between the ages of 16 and 65 is present, and no child aged 6 or under is present, the family shall be provided with sufficient paint to repaint.
- 7. Smoke Detector:** At least one working hard-wired and one battery-operated smoke detector must be permanently installed at a location audible to occupants of all sleeping rooms in the event of fire.

B. Kitchen

A separate room or a definitive area for storage and preparation of food must be present.

1. **Electrical:** There must be at least two working outlets and one working, permanently-installed light fixture.

The kitchen must be free of electrical hazards (uncovered outlets, bare or exposed wire, and overloaded extension cords). Circuits and outlets must be able to carry the proposed load. GFI outlets are required within 6ft. of the sink.

Permanent light bulbs, outlets and switches must be covered by appropriate fixtures.

2. **Security:** All doors and windows which are accessible from the ground must be equipped with a properly-working locking device.
3. **Windows:** If present at least one operable window must open in the kitchen. All windows must form a reasonably tight weather seal, be free of signs of severe deterioration, be able to be opened and closed by the occupant (if so designed), and be free of missing or broken (not cracked) panes.

All non-passable windows must be repaired rather than replaced unless it is demonstrated that repair will exceed 75% of replacement cost.

4. **Walls and Ceilings:** All walls and ceilings in habitable areas of the dwelling must be free of severe damage and be protected from friction, impact, moisture, insects, or fatigue. Contractor shall provide water proof and grease proof treatment where needed. Any holes, unkeyed surfaces, severe buckling, or structural weakness must be repaired. Doorstops must be installed at each doorway to prevent wall impact at the knob.

All non-passable walls and ceilings must be repaired, rather than replaced, unless more than 40% of surface area is damaged or structurally unstable.

5. **Floors:** Floors must be structurally sound, able to withstand normal walking and stationary loads without buckling or bouncing, and contain no holes or missing structural parts.

Kitchen flooring must be easily cleanable and resistant to water damage.

Linoleum is acceptable for flooring which does not pass.

New carpeting cannot be installed.

- 6. Stove:** Kitchens must be equipped with a stove which has at least two top burners. All top burners must work and be controlled by knobs to turn them off and on.

The stove must contain an oven which is capable of baking food at 400°F.

Stove shall be free of any gas leaks or electrical hazards and be equipped with an oven door which opens and closes properly.

The kitchen shall have a properly-functioning and ventilated range hood.

- 7. Refrigerator:** Kitchens must be equipped with a refrigerator which is adequately sized for the number of persons in the household. The refrigerator must be able to maintain a temperature of 40°F or lower. It must be equipped with a sealed door which opens and closes properly.

The maximum size for new refrigerators shall be: 14 cubic feet for 1-4 persons; and 17 cubic feet for 5 or more persons.

- 8. Sink:** Kitchens must have a permanently-affixed sink with hot and cold running water from a faucet, and a properly-working and connected drain with a gas trap.

Must have a hot and cold shut-off valve which is accessible.

No rust below rim level.

Sink must be free of defects such as leaking faucet, slow drain, missing or broken stopper, or improper venting.

- 9. Space for Storage and Preparation of Food:** Kitchen shall have permanently space for the preparation and storage of food.

A minimum of 6 linear feet (LF) of enclosed base and wall cabinet space is required for 1 to 3 persons.

A minimum of 8 LF of enclosed base and wall cabinet space is required for 4 or more persons.

A minimum of 6 LF of surface area at least 18 inches deep shall be affixed for food preparation.

If new cabinets are necessary, they shall not exceed the minimums provided herein.

Shelving, cabinet doors, drawers and hardware must function properly.

C. Bathroom An enclosed bathroom with a solid, hinged, and lockable door shall be present and accessible without traversing another person's bedroom.

- 1. Electrical:** There must be at least one outlet and one permanently- installed light fixture. Outlets must be GFI. Outlets, fixtures and switches must be properly covered. Room shall be free of electrical hazard.

If a new bathroom is to be installed, it must be installed in existing interior space, if possible.

- 2. Walls and Ceilings:** All walls and ceilings in habitable areas of the dwelling must be free of severe damage and be protected from friction, impact, moisture, insects, or fatigue. Contractor shall provide waterproof wall treatment where needed. Any holes, unkeyed surfaces, severe buckling, or structural weakness must be repaired. Doorstops must be installed at each doorway to prevent wall impact at the knob.

All non-passable walls and ceilings must be repaired, rather than replaced, unless more than 40% of surface area is damaged or structurally unstable.

- 3. Floors:** Floors must be structurally sound, able to withstand normal walking and stationary loads without buckling or bouncing, and contain no holes or damaged or missing structural parts.

Kitchen flooring must be easily cleanable and resistant to water damage.

Linoleum is acceptable for flooring which does not pass.

Carpeting cannot be installed.

- 4. Sink:** Bathrooms must have a permanently-affixed sink with hot and cold running water from a faucet and a properly working and connected drain with a gas trap.

Must have a hot and cold shut-off valve which is accessible.

Sink must be free of defects such as leaking faucet, slow drain, missing or broken stopper, or improper venting.

- 5. Toilet:** Bathroom must have a toilet connected to an approved disposal system which is not clogged. No water leakage or escape of gases shall occur.

Must have a shut off valve which is accessible.

Constant running or slow draining shall be repaired.

If there is broken or cracked porcelain, the toilet shall be replaced.

- 6. Tub or Shower:** A tub and or shower with hot and cold water running properly. Functioning handles, faucet, trap and drain must be present.

Tub shall have functioning stopper and anti-back siphonage drain.

Repair if leaking, poor pressure, improper venting or trapping.

Replace if porcelain is broken.

Shower shall have rod and curtain, or door.

- 7. Ventilation:** There must be an operable window in good repair, or a working mechanical vent system.

- 8. Storage:** An enclosed medicine cabinet is required.

- 9. Handicapped Accessibility:** If an occupant is physically handicapped or elderly, relevant improvements to make fixtures and accessories accessible must be made.

Grab bars for toilet and tub must be sized to carry full body weight and be permanently affixed to wall studs. Insulation around exposed hot water pipes and drains must be installed for persons in wheelchairs.

D. Rooms Other than Living Room and Permanently Used Bedrooms:

If a room is not used for normal living functions on a daily basis, repairs or improvements may not be made except for repairs to conditions which threaten the viability of the structure, the condition of other rooms, or the health and safety of occupants.

E. Other Rooms Used Daily (Must be Specified):

- 1. Electrical:** The room must be free of electrical hazards (uncovered outlets, bare or exposed wire, and overloaded extension cords). Circuits and outlets must be able to carry the proposed load.

Permanent light bulbs and switches must be covered by appropriate fixtures.

If a room is necessary for ingress/egress, a permanently-installed light fixture is required.

- 2. Security:** All doors and window which are accessible from the ground must be equipped with a properly-working locking device.
- 3. Windows:** Windows must be operable. All windows must form a reasonably-tight weather seal, be free of signs of severe deterioration, be able to be opened and closed

by the occupant (if so designed), and be free of missing or broken (not cracked) panes.

All non-passable windows must be repaired rather than replaced unless it is demonstrated that repair will exceed 75% of replacement cost.

- 4. Walls and Ceilings:** All walls and ceilings in habitable areas of the dwelling must be free of severe damage from friction, impact, moisture, insects, or fatigue. Any holes, unkeyed surfaces, severe buckling, or structural weakness must be repaired. Doorstops must be installed at each doorway to prevent wall impact at the knob.

All non-passable walls and ceilings must be repaired, rather than replaced, unless more than 40% of surface area is damaged or structurally unstable.

- 5. Floors:** Floors must be structurally sound, able to withstand normal walking and stationary loads without buckling or bouncing, and contain no cracks or damaged or missing structural parts.

Carpeting may only be installed if flooring must be replaced and carpeting will be laid directly upon sub-flooring.

- 6. Paint/Surface Treatment:** Repaired or replaced surfaces may be finished or painted to match surrounding surfaces. Where existing surfaces are significantly damaged (scaled paint, exposed subsurface), the surface shall be as follows:
 - a. Where children aged 6 years and under are present, contractor shall wet scrape all loose paint and/or cover with a cost-efficient covering using interim controls as identified in the “Lead Safe Work Practices” course required of all contractors.
 - b. Where the sole inhabitants are handicapped and/or 65 years of age or older, contractor shall prepare surface appropriately and cover with cost-efficient covering.
 - c. Where an able-bodied person between the ages of 16 and 65 is present, and no child aged 6 or under is present, the family shall be provided with sufficient paint to repaint.

F. Building Exterior

- 1. Foundation:** Foundation must be structurally capable of supporting the entire house. It must be enclosed with skirting or masonry units, vented, and capable of keeping water from under the structure and free from hazards.

Replacement must be made only if it is documented that significant structural damage is present which would make repair not possible or cost effective.

2. **Stairs, Rails and Porches:** Stairs, porches, balconies and decks must be free of severe structural defects or missing and broken boards or steps.

A secure handrail shall be present on a run of steps with four or more risers, and around a porch or balcony more than 30 inches above the ground.

No porch may be repaired where the cost of repairs will exceed 75% of the cost of replacement. Replacement or new porches shall not exceed 48 square feet.

Decks or balconies may not be built or replaced.

3. **Roof and Gutters:** Roof shall be free of serious defects such as buckling, serious sagging, holes, leaks, unkeyed or curling shingles, or missing roofing elements such as shingles, underlayment, flashing and sufficient joists.

Gutters, downspouts, soffit and fascia shall be free of defects which allow water, air or vermin into the interior of the structure, or to damage the surface or foundation of the structure.

4. **Exterior Siding:** The exterior of the structure shall be completely covered by suitable weatherproof materials which have a surface treatment which adequately protects against water damage. Siding materials shall be free of major material defects and be properly secured to framing members.

Where wood siding is present with inadequate, degraded or seriously peeling paint, the entire house may be repainted using interim control measures as needed to protect occupants and workers from lead paint hazards. If less than 25% of existing siding needs to be replaced, the exterior shall be repaired with similar siding materials.

If more than 25% of the existing siding material needs to be replaced, the nature and extent of the damage must be documented and vinyl or other cost-effective siding may be installed.

5. **Chimney:** All chimneys must be adequately lined and secure, with no unkeyed or loose structural members. All missing or loose mortar joints shall be repaired. Draft, dampers, flaking and blockage shall be inspected. Rehab Specialist shall certify inspection of all components, including a roof and attic inspection.
6. **Mobile Home Tie Downs:** All mobile homes must be secured by properly placed and installed tie downs.
7. **Handicapped Accessibility:** If physically handicapped or elderly persons with limited mobility are present, the exterior must provide for relevant accessibility from the street or parking areas to the interior of the structure.

Examples include: sidewalk or ramp no more than a 1-inch to 1-foot rise in slope from street or parking to point of entry. Railing along sidewalk or ramp, door threshold flush with internal and external entry/egress surface. Door handles which can be pulled rather than turned.

G. Heating and Plumbing

1. **Heating Equipment:** Heating equipment shall be safe, free of defects, able to heat the entire living area to 70°F, at 0°F outside temperature, and cost effective as compared to other heating sources.

Heaters using fossil fuels shall be properly vented to the exterior. Fossil fuel heaters shall have an emergency cutoff which is accessible, with its use and location familiar to occupants. No unvented space heaters using fossil fuels shall be necessary or present.

2. **Electric baseboard heating shall not be installed** unless it is documented that it is justified by long term cost efficiency, is acceptable to residents, and is easily turned off and on by the current occupants.
3. **Ventilation:** The entire living area shall have adequate cross ventilation and cooling by means of operable windows.
4. **Water Heater:** A water heater with all components in working condition, which does not leak and is capable of heating water to 120°F, shall be present.

The heater shall have a temperature pressure relief valve and discharge line directed toward the floor or outside the living area.

If replacement is necessary, a **40-gallon heater** shall be installed in a non-daily living area, or be enclosed.

5. **Water Source/Sewer Discharge:** The plumbing system shall be legally served by an approved water source with full-flow shut-off valve and approved discharge and sewage disposal system.
6. **Plumbing:** Main water feed and drain pipes shall be free from leaks and delivered water free from discoloration and odor.

H. General Health and Safety

1. **Access/Exits:** The living area must have two safe and easily-accessible points of access and exit which current occupants may use.

Door exits must be illuminated.

Access doors must be solid and lockable.

2. **Infestation:** The property must be inspected by a licensed exterminator. If infestation is discovered, treatment must be provided for thorough extermination.

Any seriously-damaged structural elements must be repaired.

All openings to exterior must be properly covered with framed insect screening.

Any access routes for rodents or other vermin must be permanently closed.

3. **Garbage and Debris:** All debris, junk, inoperable vehicles and appliances, and dilapidated structures on the exterior of the property shall be removed to a legally-acceptable location outside of the neighborhood prior to the initiation of rehabilitation.

The household shall be responsible for any and all physical removal that they are physically able to accomplish.

All debris, garbage, and accumulated belongings not necessary for daily living shall be removed from the living area by the household (if physically able) prior to rehabilitation.

The property shall have at least one 30-gallon trash container in good condition. If more than 3 persons inhabit the property, a second 30-gallon trash container shall be present.

I. Overcrowding

There must be an adequate sleeping room (passable bedroom or living room) for every two persons living full time in the household. However, no non-spousal persons of different gender may be required to share a sleeping room if both persons are 6 years of age or older.

J. Weatherization

All homes must be weatherized with at least R-38 ceiling insulation. All windows and doors must be caulked and weather-stripped.

Exterior doors must be equipped with a **storm door** unless a manufacturer's warranty will be voided on an entry door if the storm door is installed. In the case of a voided warranty, a screen door may be installed.

All homes must be tested before and after rehabilitation for air infiltration by means of a Blower Door. Air infiltration through sidewalls and bypasses must be mitigated where found. Weatherization measures should be designed to meet the minimum air flow of 1500 CFM or other standard based on square footage of the home and family size.

Attachment

3B

**DHCD HOUSING QUALITY STANDARDS
INSPECTION CHECKLIST AND CERTIFICATIONS**

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**DHCD Supplemental Rehab Requirements
Pre-Rehabilitation Work Write Up Checklist**

Property Address _____

[] **Termite Inspection**

_____ Name of Inspector

_____ Name of Company

_____ Date of Inspection

YES ☐ NO ☐ Treatment Required?

_____ Date of Treatment

[] **Chimney Inspection**

_____ Name of Inspector

_____ Date of Inspection

Type of Repairs Needed _____

[] **Debris Removal**

Debris to be Removed _____

[] **Electrical Inspection**

_____ Name of Electrical Inspector

_____ Date of Electrical Inspection

Electrical Deficiencies Found _____

[] **Weatherization**

_____ Date of Blower Door **PRE**-test _____ CFM @ 50 pas

_____ Name of Tester

YES ☐ NO ☐ **R-38** Ceiling Insulation?

YES ☐ NO ☐ Storm Door Present at Front and Rear

Weatherization Deficiencies Found: _____

[] **Special Physical Needs Assessment**

YES ☐ NO ☐ Is house occupied by someone with special needs?

Description of Needs _____

[] **Smoke Detector(s) Present** Hard Wired # _____ Battery Powered # _____

Description of Needs _____

The Rehabilitation Specialist hereby certifies that all known deficiencies listed on the DHCD Supplemental Rehab Requirements Post-Rehab Completion Checklist have been addressed and are included in the Work Write Up for repair at the house specified.

Signature of Rehabilitation Specialist

Date

Reviewed by:

Signature of Housing Program Administrator

Date

THIS FORM TO BE SUBMITTED BY THE REHAB SPECIALIST TO THE HOUSING PROGRAM ADMINISTRATOR ALONG WITH THE PRE-INSPECTION FORM AND COMPLETED WORK WRITE UP PRIOR TO SOLICITING BIDS.

DHCD Supplemental Rehab Requirements Post-Rehabilitation Completion Checklist

Property Address _____

Check the answer which best describes rehabilitation efforts.

YES

NO

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Do all housing quality deficiencies appear to have been repaired and does the house now meet DHCD HQS? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does it appear that all work items have been completed? |
| <input type="checkbox"/> | <input type="checkbox"/> | Did the occupant offer any complaints (if yes, list under comments)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Did the homeowner, if different, offer any complaints (if yes, list under comments)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Did the construction activities comply with the adopted community standards? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there evidence of an inspection for termites, pests, lead based paint, and chimneys? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have all debris, abandoned vehicles, and derelict structures been removed from the property? |
| <input type="checkbox"/> | <input type="checkbox"/> | Did the inspection reveal that weatherization measures were taken and at least R-38 ceiling insulation is present? |
| | | Blower Door POST test _____ CFM @ 50 pas |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the unit occupied by a disabled or elderly person? |
| <input type="checkbox"/> | <input type="checkbox"/> | If yes, were improvements appropriately made? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the electrical system adequate to meet any additional load? |
| <input type="checkbox"/> | <input type="checkbox"/> | Did construction require an electrical service upgrade? |

Is the workmanship ☐ Good ☐ Adequate ☐ Poor

Comments: _____

The Rehab Specialist and the Housing Program Administrator hereby certify that this report accurately summarizes the housing rehab work performed on the house noted.

Rehabilitation Specialist

Date

Housing Program Administrator

Date

Inspection Form

Housing Choice Voucher Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f).
a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

PHA		Tenant ID Number		Date of Request (mm/dd/yyyy)	
Inspector		Date Last Inspection (mm/dd/yyyy)		Date of Inspection (mm/dd/yyyy)	
Neighborhood/Census Tract		Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection		Project Number	
A. General Information					
Street Address of Inspected Unit				Housing Type (check as appropriate)	
City				<input type="checkbox"/> Single Family Detached	
County				<input type="checkbox"/> Duplex or Two Family Row	
State				<input type="checkbox"/> House or Town House	
Zip				<input type="checkbox"/> Low Rise: 3,4 Stories, Including Garden Apartment	
Name of Family				<input type="checkbox"/> High Rise; 5 or More Stories	
Current Telephone of Family				<input type="checkbox"/> Manufactured Home	
Current Street Address of Family				<input type="checkbox"/> Congregate	
City				<input type="checkbox"/> Cooperative	
County				<input type="checkbox"/> Independent Group Residence	
State				<input type="checkbox"/> Single Room Occupancy	
Zip				<input type="checkbox"/> Shared Housing	
Number of Children in Family Under 6				<input type="checkbox"/> Other:(Specify)	
Name of Owner or Agent Authorized to Lease Unit Inspected					
Telephone of Owner or Agent					
Address of Owner or Agent					

B. Summary Decision on the Unit

(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☐ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security" in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

“Unsound or hazardous” means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

“Unsound or hazardous” includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

“Unsound or hazardous” means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, specially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5 Window Condition	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
2.10 Stove or Range with Oven	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11 Refrigerator	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1 Bathroom Present (See description)	Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2 Electricity	Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3 Electrical Hazards	Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
3.10 Flush Toilet in Enclosed Room in Unit	Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11 Fixed Wash Basin or Lavatory in Unit	Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12 Tub or Shower	Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13 Ventilation	Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 = Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable		
4.10 Smoke Detectors	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six.

All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0	Building Exterior					
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"Indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive."

Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1 Adequacy of Heating Equipment	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3 Ventilation and Adequacy of Cooling	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6 Plumbing	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

8. General Health and Safety

8.1 Access to Unit

"Through another unit" means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

"Acceptable fire exit" means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

"Blocked" means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

"Presence of rats, or severe infestation by mice or vermin" (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

"Heavy accumulation" means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). "Approvable by local public agency" means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check "Inconclusive." Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

"Loose, broken, or missing steps" should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

"Other hazards" would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check "Not Applicable."

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would "seriously and continuously endanger the health or safety of the residents" are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
- continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1 Access to Unit	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
8.2 Exits	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
8.3 Evidence of Infestation	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
8.4 Garbage and Debris	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
8.5 Refuse Disposal	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.6 Interior Stairs and Common Halls	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.7 Other Interior Hazards	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
8.8 Elevators	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
8.9 Interior Air Quality	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
8.10 Site and Neighborhood Conditions	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
8.11 Lead-Based Paint: Owner Certification	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

STANDARDIZED COMPLAINT PROCESS

Community Development Block Grant Program
Indoor Plumbing Rehabilitation Loan Program

The Program Administration and Assistance Office of the Virginia Department of Housing and Community Development (DHCD) expects all of its grantee localities and organizations to have a written complaint and appeals process. In the event that a grantee does not have a written procedure, the procedure identified below becomes the process to be used. This process must be exhausted before DHCD will become formally involved in any sort of resolution.

1. Informal resolution is attempted by the Chief Executive or designee and the Program Administrator. If informal resolution is not possible, the complaint must be put in writing and forwarded to the Program Administrator. If the complainant requires assistance in putting his or her complaint in writing, the Program Administrator must make assistance available. The same is true for any appeals.
2. The Program Administrator is required to investigate the complaint and respond to it, in writing, in a timely manner. The response must include an explanation of the reason(s) for the decision reached, information on how the decision can be appealed, and how many days from receipt of notice the complainant has to appeal the decision.
3. Appeals of the Program Administrator's decision should be addressed, in writing, to the local Chief Executive.
4. Appeals of the local Chief Executive's decision should be addressed, in writing, to the Town Council, City Council or Board of Supervisors.
5. All appeals must be addressed within 15 days of the appeal and resolved within 30 days of the appeal and retained for review. All appeals are to be responded to in writing. The response must include an explanation of the reason(s) for the decision reached, information on the next step in the appeals process and how many days from receipt of notice the complainant has to appeal any decision.
6. Final appeals may be addressed, in writing, to DHCD. The appeal should include a copy of all correspondence that has taken place to this point. The appeal should identify the problem and the desired solution. DHCD will review the complaint and respond, in writing, in a timely manner. All involved parties will be copied.

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Attachment
5

2013 INDOOR PLUMBING REHAB/LOAN
PROGRAM CONTRACT

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CONTRACT # **2013-PR-**

AGREEMENT

This AGREEMENT, entered into as of this **day of** , **20** , by and between the **Virginia Department of Housing and Community Development** hereinafter referred to as "DHCD" and the , hereinafter referred to as "SUBRECIPIENT."

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Indoor Plumbing Rehabilitation Loan Program (IPR) funds pursuant to the Home Investment Partnership Program and the Virginia Housing Partnership Act, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer IPR funds in the form of INDOOR PLUMBING REHABILITATION LOAN CONTRACTS according to the DHCD Indoor Plumbing Rehabilitation Program Design, and

WHEREAS, the PROGRAM as described in the SUBRECIPIENT'S PROGRAM MANAGEMENT PLAN as submitted by the SUBRECIPIENT has qualified for IPR funding on the basis of DHCD's Indoor Plumbing Rehabilitation Program Manual.

Now THEREFORE, the above mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the SUBRECIPIENT an INDOOR PLUMBING REHABILITATION LOAN CONTRACT to pay the SUBRECIPIENT the total allowable and eligible amounts set-up, approved, drawn down and expended for each project during the 20 contract period. Funds may be drawn for payment of eligible project costs based on approved set-up amounts. Set-up requests from Subrecipients will be approved through **April 30, 20** if Completion Reports are submitted within 120 days of Set-up approval verifying that projects are being completed promptly.
2. DHCD agrees to provide the SUBRECIPIENT with technical assistance in setting up and carrying out the administration of its INDOOR PLUMBING REHABILITATION LOAN CONTRACT.
3. The SUBRECIPIENT will commence, carry out and complete the following PROGRAM and numbers of units (more thoroughly described in the SUBRECIPIENT'S 20 PROGRAM MANAGEMENT PLAN).

LOCALITIES SERVED BY SUBRECIPIENT:

4. The aforementioned PROGRAM shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
5. The SUBRECIPIENT will use the IPR funds pursuant to its activity level. Any unexpended funds shall revert to the Department of Housing and Community Development. Other funding sources committed to the PROGRAM, per SUBRECIPIENT'S 20 PROGRAM MANAGEMENT PLAN, are to be expended, to cover ineligible or unapproved (exceeding cost limits) project costs.
6. The SUBRECIPIENT will initiate the PROJECT(S) required by the CONTRACT DOCUMENTS beginning , 20 , unless Special Conditions, identified below, require additional actions before proceeding with the PROJECT(S). In such instances the SUBRECIPIENT will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.
7. The SUBRECIPIENT shall complete the work as described in the CONTRACT DOCUMENTS on or before **June 30, 20** . If the PROJECT(S) are not completely Set-up by that date IPR funds for incomplete PROJECTS and this AGREEMENT shall be terminated and the SUBRECIPIENT shall return all unexpended funds, unless an extension to the CONTRACT DOCUMENT provides otherwise.
8. DHCD agrees to make payment to the SUBRECIPIENT upon receipt of a properly completed and signed drawdown request and copies of all invoices related to the request. The Subrecipient should allow approximately twenty-one days to receive the funds.
9. The Subrecipient received \$_____ during FY19_____ to create an escrow account for prompt payment of contractors. These funds are considered "State Rollover" funds and should be kept in an interest-bearing account. Should the SUBRECIPIENT still retain Rollover funds, the Rollover escrow account is to be repaid from our ongoing requests for payments so your \$_____ balance is kept intact. The escrow account should be used or returned to DHCD.
10. The term CONTRACT DOCUMENTS means the following documents are a part of this AGREEMENT and are incorporated by reference herein as if set out in full:
 - A. SUBRECIPIENT'S 20 PROGRAM MANAGEMENT PLAN;
 - B. AGREEMENT;
 - C. SPECIAL CONDITIONS;
 - D. GENERAL CONDITIONS;
 - E. ASSURANCES;
 - F. AMENDMENTS;
 - G. The 20 IPR MANUAL (Those items specified as being required);
 - H. SUBRECIPIENT'S 20 PROGRAM INCOME PLAN; and
 - I. Approved SUBRECIPIENT Set-Ups, Budget Reports and Budget Revisions.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

3

SPECIAL CONDITIONS

1. In order to be eligible for assistance, a housing unit must:
 - a. have no commode and the occupants use an outdoor privy *or*
 - b. have a “failed septic system”:
 - i. A malfunctioning system in need of repair to the absorption system, deemed a health hazard by the Virginia Department of Health (VDH) due to the presence of sewage on the ground *or*
 - ii. A malfunctioning system in need of a VDH permit for repair to the absorption system.
2. No more than fifty percent (50%) of the units submitted by the SUBRECIPIENT can qualify under the “failed septic system” definition as outlined above.
3. A Project Set-Up Form (HUD-20094 as amended) must be submitted to the attention of IPR Project Administration and Assistance Office, DHCD, Main Street Centre, 600 East Main Street, Suite 300, Richmond, Virginia 23219-1321 upon bid approval for each client. The set-up must meet the SUBRECIPIENT’S adopted criteria and prioritization as outlined in their 2013 Project Management Plan. A Project Completion Form (HUD-20096 as amended) must be submitted upon construction completion to the same address.
4. The SUBRECIPIENT agrees that the initial allocation of Rollover funds it received and retained, will be deposited in an interest-bearing account (FDIC). In accordance with the IPR Program Manual, such funds are considered state funds. DHCD may require return of Rollover funds along with the interest earned if the SUBRECIPIENT fails to expend and replace its Rollover amount by January 1, 2013.
5. **Approved set-ups may be cancelled if the funds are not drawn down and the project completed within 120 days after approval. Completion Reports must be submitted within the 120 day period.**
6. No funds may be obligated or Set-Up requests processed after April 30, 2013, and all construction draws must be completed by June 10, 2013.
7. Impact fees or proffers shall not be an eligible cost; however, the actual construction cost for connections to public water and sewer systems is eligible.
8. All funds offered as match shall be expended within the recordkeeping terms and conditions of the approved Indoor Plumbing Rehabilitation Loan Program.
9. SUBRECIPIENTS must submit an updated IPR Budget Report Form with each Set-up request.
10. DHCD reserves the right to request any and all documentation pertaining to individual construction and/or non-professional services contracts prior to approving any and all drawdown requests.
11. DHCD reserves the right to end funding at any point should the PROGRAM prove to be nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved Program

Management Plan or approved set-ups.

12. The age of homeowner, occupants of the unit, and/or length of time it will take to complete rehab work cannot be considered in determining eligibility.
13. The SUBRECIPIENT certifies that all contractors and crews whom they procure have had appropriate lead based paint training and certifications as required by state and federal law.
14. The SUBRECIPIENT confirms that the Rehab Specialist is licensed by the Virginia Department of Professional and Occupational Regulation as a Lead Risk Assessor, or, if the Rehab Specialist is not a licensed Lead Risk Assessor, the SUBRECIPIENT assures full compliance. Compliance will include either a direct contract or service agreement between the SUBRECIPIENT and a licensed Risk Assessor, or a contract or service agreement between the Rehab Specialist and a licensed Risk Assessor. The SUBRECIPIENT must identify in its Management Plan the lead inspection process it is using.
15. The SUBRECIPIENT must maintain an effective filing system at the SUBRECIPIENT'S office. The criteria for an effective filing system require the files be coded, complete, accurate, organized, easy to use, timely, accessible and secure. Copies of supporting invoices and checks must be placed behind a copy of the associated drawdown request. A completed Client Financial Summary Report must be placed in each client's file.
16. Throughout the life of the project, the SUBRECIPIENT will ensure that the appropriate staff, including the Finance Manager and his/her designated backup, attends DHCD training, including the annual Virginia Housing Rehabilitation Workshop.
17. The terms and conditions of the 20 IPR Manual shall apply to this contract.
18. The SUBRECIPIENT will ensure that the Finance Manager is given a copy of the financial chapter of the 20 IPR Manual and the DHCD-approved Program Income Plan and the Program Administrator is given copies of all necessary financial paperwork, including copies of the invoices and checks.
19. The SUBRECIPIENT'S Program Management Plan and Program Income Plan have been submitted for DHCD's review and concurrence. If changes are required, the revised Plan(s) must be adopted and the document(s) resubmitted before the submission of the first drawdown request for administrative costs.

GENERAL CONDITIONS

1. **DEFINITIONS** - Whenever used in the **CONTRACT DOCUMENTS** the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
 - A. **AMENDMENT** - A formal addition or modification to the **CONTRACT DOCUMENTS** which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the **PROGRAM**, or which affects the manner in which the **PROGRAM** is to be carried out.
 - B. **ASSURANCES** - The **ASSURANCES** which are attached to this document.
 - C. **CONTRACT DOCUMENTS** - The legal agreement between **DHCD** and the **SUBRECIPIENT** including the **AGREEMENT** and all documents referenced in paragraph 9 thereof.
 - D. **HOME FUNDS** - Funds made available under this part through allocations and reallocations, plus all repayments and interest or other return on the investment of these funds including **Program Income**.
 - E. **HOMEOWNERSHIP** - Ownership is fee simple title interest in a dwelling.
 - F. **HUD** - The United States Department of Housing and Urban Development.
 - G. **IMPACT FEE** – A fee or charge, levied by a government against a property, to cover wholly or partly the cost of providing capital improvements or public services necessitated by the construction or alteration of a residential development.
 - H. **INDOOR PLUMBING REHABILITATION LOAN PROGRAM (IPR)** - The funds, the **PROGRAMS** and **PROJECTS** to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by **DHCD** to the **SUBRECIPIENT** from **HOME** funds allocated by the U.S. Department of Housing and Urban Development, and funds provided by the Commonwealth of Virginia.
 - I. **LOW-INCOME FAMILIES** – Households whose annual incomes do not exceed 80 percent of the median income for the area, as determined annually by **HUD** with adjustments for smaller and larger families.
 - J. **MANUAL** - The Indoor Plumbing Rehabilitation Manual, which contains required forms and instructions for the administration of **IPR** Loans and provides required and non-required procedures for program management.
 - K. **PROGRAM INCOME** - Any income earned from the repayment of loans, which must be utilized in accordance with an approved **Program Income Plan** and the **IPR Manual**.

- L. PROGRAM MANAGEMENT PLAN - A Plan prepared by the SUBRECIPIENT, which identifies roles, responsibilities, method of contract administration and oversight, key dates for task implementation and completion, analysis of potential problems and management organization.
 - M. PROJECT - The physical activities undertaken to meet the overall stated objective for which IPR funding is utilized. Project Set-Up Report includes an identified HUD number attached to the site for purposes of tracking expenditures and beneficiaries. Project Completion Report includes the final analysis of a specific project.
 - N. RECONSTRUCTION (Substantial Reconstruction) - The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. The reconstructed housing must be substantially similar to the original housing.
 - O. SUBRECIPIENT - A public agency or nonprofit organization selected by the participating jurisdiction to administer all or a portion of the participating jurisdiction's HOME program. A Subrecipient can be further defined as the entity which made the proposal for Indoor Plumbing Rehabilitation funding and accepted responsibility for assuring compliance and performance of all conditions. The entity which is the recipient of the funds and, as such, must comply with CONTRACT DOCUMENTS.
 - P. VERY LOW-INCOME FAMILIES - Households whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
 - Q. WORK - All labor, equipment and materials necessary to complete the construction of the PROJECT as required by the CONTRACT DOCUMENTS.
 - R. WRITTEN NOTICE - Any notice from one party to the AGREEMENT to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States Postal Service.
- 2. ADMINISTRATIVE PROCEDURES - The SUBRECIPIENT shall perform all contracted WORK and administer all funds and activities in conformance with the general terms and special conditions set forth where required in DHCD's IPR MANUAL, and any WRITTEN NOTICES from DHCD.
 - 3. ACCOUNTING RECORDS - The SUBRECIPIENT shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which conform with the requirements of the Code of Federal Regulations (24 CFR Part 85 for Local Governments and 24 CFR Part 84 for Nonprofits), the IPR MANUAL requirements and any WRITTEN NOTICES from DHCD. The SUBRECIPIENT shall record in its accounting system all IPR Loan payments by locality received by it pursuant to this IPR Loan Program and all other funds provided for, accruing to, or otherwise received on account of the IPR Loan Program.

All costs, including paid services contributed by the SUBRECIPIENT or others, charged to the IPR Loan Program shall be supported by properly executed payrolls, time records, invoices, CONTRACTS, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, CONTRACTS, vouchers, orders, or other accounting documents pertaining in whole or in part to the IPR Loan Program shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the SUBRECIPIENT and be available for financial reviews by DHCD and other agents performing an audit.

4. **COSTS INCURRED PRIOR TO IPR LOAN AGREEMENT EXECUTION** - No costs incurred prior to the execution of the AGREEMENT shall be eligible for reimbursement with IPR funds, unless such incurred costs are authorized in writing by DHCD.
5. **BUDGET REPORT** - The SUBRECIPIENT shall carry out Projects and incur costs only in conformance with the latest approved Budget Report and Set-ups for the SUBRECIPIENT'S IPR Loan Program and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised through Administrative Procedures detailed in the IPR MANUAL, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 16 of these General Conditions.
6. **RECORDS** - The SUBRECIPIENT shall maintain such records at its office and in such a manner as prescribed in the MANUAL. Records shall be readily accessible to DHCD, appropriate State and Federal agencies, and the general public during the course of the PROGRAM and shall remain intact and accessible for five years from final closeout. Except if any litigation claim or audit is started before the expiration of the five year period the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a five year period following final disposition.
7. **REPORTS** - The SUBRECIPIENT shall furnish, regularly and in such form as DHCD may require, reports concerning the status of PROJECTS and grant funds. Such reports shall be submitted in the form and manner as prescribed in the IPR MANUAL and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. **QUALITY CONTROL** - The SUBRECIPIENT accepts the responsibility to assure that all IPR Loan funded PROJECTS shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness. To this end the SUBRECIPIENT shall provide a system of quality control to include all aspects of IPR Loan Program administration and PROGRAM implementation.

The SUBRECIPIENT shall obtain a certification of inspection and final completion signed by the Rehabilitation Specialist or by the person responsible for quality control at the completion of each construction PROJECT.

9. **COMMUNICATIONS - WRITTEN NOTICES** shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions. All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. **BENEFITS** - The IPR Loan Program shall be implemented in such a manner so as to provide direct benefit to low- and moderate-income households in the number and extent identified in the PROGRAM MANAGEMENT PLAN.
11. **PROGRAM INCOME** - Revenue derived from projects financed with IPR funds is PROGRAM INCOME and shall be utilized in the following manner:
- A. PROGRAM INCOME earned during the life of this contract from projects funded under this contract is considered to be Active Program Income, and shall be utilized on the PROGRAM in accordance with this AGREEMENT. PROGRAM INCOME shall be utilized in conformance with an approved Program Income Plan and such payments shall be utilized to offset grant draw downs from setups for projects in the same locality. All active PROGRAM INCOME must be expended prior to close out of the contract or returned to DHCD.
 - B. INCOME received after contract termination must be used to continue the same activity in the same locality that originally produced the PROGRAM INCOME and in accordance with the Manual.
12. **LOAN REPAYMENTS** - The SUBRECIPIENT shall act to safeguard the financial integrity of the IPR. Loan repayments by the beneficiaries are intended to provide a revolving fund for future IPR Loans within localities of the SUBRECIPIENT'S service area. The failure to repay loans by a homeowner shall in no way become a financial obligation of the SUBRECIPIENT or locality. The SUBRECIPIENT must however operate within its approved Program Management Plan to require payment of all deferred or delinquent loan installments.
13. **CONTRACT SECURITY** - The SUBRECIPIENT shall secure all materials and equipment, purchased or paid for with grant funds through insurance coverage of the full value of the same.

All persons contracted, employed or otherwise utilized in the grant and having responsibility for the management, disposition, expenditure or use of IPR funds shall be bonded by a Surety registered to do business in the Commonwealth of Virginia in an amount commensurate with their authority and potential liability.

14. **METHOD AND TIMING OF PAYMENT** - The SUBRECIPIENT shall utilize Request for Payment procedures as specified in the IPR MANUAL. The SUBRECIPIENT shall request funds only for those amounts which have been obligated, encumbered or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the SUBRECIPIENT shall develop a financial management system which provides for timely expenditure of requested IPR funds.
15. **BUDGET REVISIONS/AMENDMENTS** - The SUBRECIPIENT shall not obligate, encumber, spend or otherwise utilize IPR funds for any activity or purpose not included or not in conformance with the Project Setup, Budget, IPR Manual and Program Management Plan as approved by DHCD unless the SUBRECIPIENT has received explicit WRITTEN NOTICE from DHCD to undertake such actions.
16. **CHANGE ORDERS** - DHCD must approve all change orders on construction contracts. Any change order not previously approved by DHCD will be a disallowed IPR cost.
17. **TERMINATION, SUSPENSION, CONDITIONS** -
 - A. **FOR CAUSE** - If through any cause, the SUBRECIPIENT or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the SUBRECIPIENT upon remedy of any contract violation by the SUBRECIPIENT or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied. In the case of contract violations by the SUBRECIPIENT, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and PROGRAM administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.
 - B. **FOR CONVENIENCE** - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the IPR LOAN PROGRAM or if the federal or state funds allocated are no longer available. The SUBRECIPIENT may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:
 - i) The SUBRECIPIENT gives DHCD ten (10) days WRITTEN NOTICE; and
 - ii) HOUSING UNITS for which construction was initiated must be completed by the SUBRECIPIENT through its own or other resources; and
 - iii) The SUBRECIPIENT had honored or will honor all contractual obligations to third parties affected by the PROGRAM; and
 - iv) DHCD agrees to the termination.

A SUBRECIPIENT'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the SUBRECIPIENT'S future relationship with DHCD nor its future consideration as an IPR recipient.

18. **SUBSEQUENT CONTRACTS** - The SUBRECIPIENT shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the ACTIVITIES for which the Grant assistance is being provided to the SUBRECIPIENT.

Any CONTRACTOR or SUBCONTRACTOR or other entity which is not the SUBRECIPIENT but is acting on behalf of the SUBRECIPIENT shall comply with all the lawful requirements of the SUBRECIPIENT necessary to ensure that the PROGRAM for which this assistance is being provided under this AGREEMENT is carried out in accordance with the SUBRECIPIENT'S Assurances and Certifications.

SUBRECIPIENTS shall obtain a Financial Disclosure Report from all contractors, subcontractors, developers and consultants which identify the names and the financial interest of all officers, directors, principal stockholders or additional persons with a 10 percent or greater interest in the contract obtained from the Subrecipient.

19. **POLITICAL ACTIVITY PROHIBITED** - None of the funds, materials, property or services contributed by the DHCD or the SUBRECIPIENT, under this AGREEMENT, shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.
20. **INTEREST OF MEMBER OF AGENCY AND OTHERS** - No officer, member, or employee of the SUBRECIPIENT and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROGRAM is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROGRAM shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.
21. **OFFICIALS NOT TO BENEFIT** - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise there from.
22. **CERTIFICATIONS** - The SUBRECIPIENT certifies that it will comply with the following: a) Freedom of Information Act; b) Virginia Conflict of Interest Act; and c) Virginia Fair Employment Contracting Act.
23. **BENEFICIARIES** - There are no third party beneficiaries of this contract. The provisions contained in these CONTRACT DOCUMENTS represent the entire AGREEMENT between DHCD and the SUBRECIPIENT. The provisions are designed to assist in meeting the Indoor Plumbing needs of the localities identified in the SUBRECIPIENT'S PROGRAM MANAGEMENT PLAN, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the

SUBRECIPIENT'S identified jurisdiction(s) or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the SUBRECIPIENT exclusively and not by any individual person or entity residing or located in the SUBRECIPIENT'S community or elsewhere as a third-party beneficiary of this contract.

24. AUDITS - the SUBRECIPIENT certifies that it will submit an audit for each year that \$500,000 or more in total Federal Funds (not just IPR funds) is expended. Any SUBRECIPIENT receiving less than \$500,000 in total Federal funds is except from this audit requirement. Please notify DHCD, in writing, of this fact within 30 days of acceptance of the audit. Local Governments and nonprofits shall comply with OMB Circular A-133.

ASSURANCES/CERTIFICATIONS

The SUBRECIPIENT hereby assures and certifies that:

- (a) It possesses legal authority to execute the Contract.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the IPR PROGRAM MANAGEMENT PLAN including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with the PROGRAM MANAGEMENT PLAN and to provide such additional information as may be required.
- (c) Its chief executive officer or other officer of SUBRECIPIENT approved by the Virginia Department of Housing and Community Development:
 - (1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;
 - (2) Is authorized and consents on behalf of the SUBRECIPIENT and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
- (d) It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations (24 CFR Part 85 for local governments and 24 CFR Part 84 for non-profits), OMB Circular A-87 (cost principles for local governments), OMB Circular 133 (single audits for local governments and non-profits) and OBM Circular A-122 (cost principles for non-profits) as they relate to the PROGRAM, acceptance and use of Federal funds under this IPR Loan PROGRAM; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
- (e) It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control and abatement of water pollution.
- (f) It will require buildings or facilities designed, constructed, or altered with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, or Uniform Federal Accessibility Standards (UFAS) in accordance with the Virginia Uniform Statewide Building Code. The SUBRECIPIENT will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (g) It will not recover the capital costs for public improvements financed in whole or in part with IPR funds through assessments against properties owned and occupied by low- and moderate- income persons nor will fees or assessments be charged to such persons as a condition of obtaining access to the public improvements.

(h) In accordance with Section 104(l) of Public Law 93-383 the Housing and Community Development Act, as amended, certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstrations within its jurisdiction.

(i) It will ensure that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and CONTRACTS under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

(j) It will comply with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any PROGRAM or activity for which the SUBRECIPIENT receives Federal financial assistance and will immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all PROGRAMS and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.
- (3) Section 92.350 of the Home Investment Partnership Program (24 CFR Part 92 July, 12, 1995), as amended, and the regulations issued pursuant thereto which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any PROGRAM or activity funded in whole or part with funds provided under this Grant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to this Grant.
- (4) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- (5) Executive Order 11246, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction CONTRACTS. Contractors and subcontractors on Federal and federally assisted construction CONTRACTS shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- (6) Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any PROGRAM or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.
- (k) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the PROGRAM area and CONTRACTS for work in connection with the PROGRAM be awarded to eligible business concerns which are located in, and owned in substantial part by, low- to moderate-income persons residing in the area of the PROGRAM.
- (l) It will in the acquisition of real property and in the process of relocation:
 - (1) Be guided, to the greatest extent practicable under State law, by the land acquisition policies in Sections 301 and 302 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; as amended, and

- (2) Pay or reimburse property owners for necessary expenses as specified in Section 303 and 304 of the Uniform Act; and
- (3) Comply with the applicable Sections 202 through 205 of Title II (Relocation Assistance) of the Uniform Act in providing relocation payments and relocation assistance; and
- (4) Comply with U.S. Department of Transportation regulations at 49 CFR Part 24 and in implementing the requirements, it will:
 - (i) Carry out the policies and procedures of Part 24 in a manner that insures that the acquisition and relocation processes do not result in different or separate treatment to persons on account of race, color, religion, sex, national origin, or source of income; and
 - (ii) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of race, color, religion, sex, national origin, or source of income; and
 - (iii) Inform affected persons of their rights under the policies and procedures set forth under the regulations in Part 24, including their rights under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, as amended.
 - (iv) Comply with Executive Order 12830, Governmental Actions and Interference with Constitutionally Protected Property Rights, and
- (5) It will develop and follow a "Residential Anti-Displacement and Relocation Assistance Plan," in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and 24 CFR Section 570.488 (c).
- (m) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (n) It will comply with the provisions of the Hatch Act which limits the political activity of employees.
- (o) On individual construction contracts which include twelve (12) or more units, it will administer and enforce the provisions of the Davis-Bacon Act as amended, and the Contract Work Hours and Safety Standards Act as set forth by DHCD and U.S. Department of Labor.
- (p) It will give the Virginia Department of Housing and Community Development and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
- (q) It will ensure that facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the PROGRAM are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Virginia Department of Housing and Community Development of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating consideration for listing by the EPA.

- (r) It will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Director of the Federal Emergency Management Agency as an area of having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (s) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et. seq.) by:
- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed ACTIVITY, and
 - (2) Complying with all requirements established by HUD and the Virginia Department of Housing and Community Development to avoid or mitigate adverse effects upon such properties.
- (t) It will implement all required actions to ensure compliance pursuant to 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted PROGRAMS and Activities.

(Subrecipient Official)

Date

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Insert County's Name	Current Budget Status	
Insert Client's Name	Obligated (already approved)	
		Units
		Units
		Units
		Units
		Units
		Units
		Units
		Units
		Units
		Units
		Units
		Units
GRAND TOTAL	\$0.00	0

Subrecipient Authorized Signature

DHCD Authorized Signature

Date _____

Date _____

Telephone Number

Community Development Specialist/Date

FAX Number

IPR Program Specialist/Date

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Certification of Indoor Plumbing Rehabilitation Eligibility Part 1

QUALIFICATIONS: (check all that apply) ☐ REHAB ☐ SUBSTANTIAL RECONSTRUCTION

☐ **LACKING a BATHROOM** – Please attach copy of Rehab Specialist's HQS Inspection Report

☐ **The house does not have a toilet within the footprint of the house, or**

(Please attach all other applicable documentation needed to ensure eligibility of the unit.)

- ☐ Well Permit
- ☐ Septic Installation Permit
- ☐ Septic Repair Permit
- ☐ VDH violation letter
- ☐ Public/Private Utility Information
- ☐ Third party verification (AOSE, Engineer, or other qualified person)
- ☐ Sufficient photos to document the condition, including photo of outhouse

☐ **The house contains a toilet but waste drops directly onto the ground under the house.**

(Please attach all other applicable documentation needed to ensure eligibility of the unit.)

- ☐ Well Permit
- ☐ Septic Installation Permit
- ☐ Septic Repair Permit
- ☐ VDH violation letter
- ☐ Public/Private Utility Information
- ☐ Third party verification (AOSE, Engineer, or other qualified person)
- ☐ Sufficient photos to document the condition

Homeowner Name & Address

House was constructed: ☐ Before 1978 ☐ 1978 and later

CERTIFICATION: The information contained in this record is true and correct to the best of my knowledge under penalty of perjury.

Rehabilitation Specialist Date

Project Administrator Date

Homeowner Date

Certification of Indoor Plumbing Rehabilitation Eligibility Part 2

QUALIFICATIONS: (Check all that apply) ☐ REHAB ☐ SUBSTANTIAL RECONSTRUCTION

☐ **FAILED/FAILING SEPTIC-** *Please attach copy of Rehab Specialist's HQS Inspection Report*

☐ **The house has a malfunctioning septic system in need of repair to the absorption system,
or**

- ☐ Septic Installation Permit
- ☐ Septic Repair Permit
- ☐ VDH violation letter
- ☐ Public/Private Utility Information
- ☐ Third party verification (AOSE, Engineer, or other qualified person)
- ☐ Sufficient photos to document the condition

☐ **The house has a malfunctioning septic system in need of repair to the absorption system
and deemed a health hazard by VDH due to the presence of sewage on the ground**

- ☐ Septic Installation Permit
- ☐ Septic Repair Permit
- ☐ VDH violation letter
- ☐ Public/Private Utility Information
- ☐ Third party verification (AOSE, Engineer, or other qualified person)
- ☐ Sufficient photos to document the condition, including photos of sewage on the ground

If "No" to each of these questions, eligibility for participation is unlikely. If you believe that you have a special situation, please contact your Community Development Specialist for clarification PRIOR to submitting a Set-Up.

Homeowner Name & Address

House was constructed: ☐ Before 1978 ☐ 1978 and later

CERTIFICATION: The information contained in this record is true and correct to the best of my knowledge under penalty of perjury.

Rehabilitation Specialist Date

Project Administrator Date

Homeowner Date

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IPR PROJECT COSTS WORKSHEET

DHCD & OTHER FUNDING

Contract # 13-PR-
 Homeowner: _____

IPR
COSTS OTHER
SOURCES

- | | |
|---|--|
| <input type="checkbox"/> House lacks bathroom
or
<input type="checkbox"/> House has a failed/failing septic | <input type="checkbox"/> Substantial
or
<input type="checkbox"/> Housing Rehab |
|---|--|

1	Base Contract:	<u>Contractor's Name</u>	<u>\$0.00</u>	<u>\$0.00</u>
	Component 's Description	Contractor's Name		
	(Exception) _____	_____	<u>\$0.00</u>	<u>\$0.00</u>
	(Exception) _____	_____	<u>\$0.00</u>	<u>\$0.00</u>
	(Exception) _____	_____	<u>\$0.00</u>	<u>\$0.00</u>
	(Exception) _____	_____	<u>\$0.00</u>	<u>\$0.00</u>
	(Exception) _____	_____	<u>\$0.00</u>	<u>\$0.00</u>
	Total Construction Costs:		\$0.00	\$0.00
2	Home Maintenance Educ. @ 1% of Base Construction Costs< \$250.		\$0.00	\$0.00
3	Construction Related Soft Costs			
	Rehab Specialist	_____	<u>\$0.00</u>	<u>\$0.00</u>
	ASOE	_____	<u>\$0.00</u>	<u>\$0.00</u>
	Blower Door Test	_____	<u>\$0.00</u>	<u>\$0.00</u>
	Clearance Exams (Lab costs)	_____	<u>\$0.00</u>	<u>\$0.00</u>
	_____	_____	<u>\$0.00</u>	<u>\$0.00</u>
	CRSC Total		\$0.00	\$0.00
4	Administrative Costs			
	_____	_____	<u>\$0.00</u>	<u>\$0.00</u>
	Deed Recordation (optional)	_____	<u>\$0.00</u>	<u>\$0.00</u>
	_____	_____	<u>\$0.00</u>	<u>\$0.00</u>
	Admin Total		\$0.00	\$0.00
5	Temporary Reloc.		\$0.00	\$0.00
6	Direct Legal Costs			
	Deed Recordation	_____	<u>\$0.00</u>	<u>\$0.00</u>
	Hazard Insurance	_____	<u>\$0.00</u>	<u>\$0.00</u>
	Title Searches/Control	_____	<u>\$0.00</u>	<u>\$0.00</u>
	Direct Legal Total		\$0.00	\$0.00
		<u>Contractor's Name</u>		
7	Demolition	_____	\$0.00	\$0.00
8	Asbestos (Not to Exceed \$800)		<u>\$0.00</u>	<u>\$0.00</u>
	Total Project Costs by Funding Sources		\$0.00	\$0.00

TOTAL PROJECT COSTS: \$0.00

Sources of other funds:

_____	\$0.00
_____	\$0.00
_____	\$0.00

Note: Client file must include documentation of deed recordation and homeowner's insurance

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Homeowner Rehab Set-Up Report

HOME Indoor Plumbing Rehabilitation Loan Program

Subrecipient:
Contract No:
County:
Fax No:

CHECK THE TWO THAT APPLY:

- | | | |
|---|--|--|
| <input type="checkbox"/> LACKING BATHROOM | <input type="checkbox"/> FAILED/FAILING SEPTIC | <input type="checkbox"/> PRE-1978 HOUSE |
| <input type="checkbox"/> SUBSTANTIAL RECONSTRUCTION | <input type="checkbox"/> REHAB | <input type="checkbox"/> POST-1978 HOUSE |

The HOME statute requires information on assisted properties, on the owners, and other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track participants in meeting deadlines; 3) to determine if participants meet HOME'S income and affordability requirements; and 4) determine compliance with other requirements. Data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Use of Federal funds requires reporting of specific data. Recipients will maintain data records. It may be disclosed. Recipients must ensure confidentiality when public disclosure is not required.

Note: Complete for all Rental/Homebuyer/Homeowner Rehab Activities to be set-up.

Check the Appropriate Box:

- | | |
|--|---|
| <input type="checkbox"/> Original Submission | <input type="checkbox"/> Change Owner's Address |
| <input type="checkbox"/> Ownership Transfer | <input type="checkbox"/> Revision |

Part A:

1. Activity Number	2. Name of Participant VDHCD	6. HOME Funds for Activity a. Total Funds Requested + \$	
3. Participant Tax ID Number 54-1083047	4. CHDO Tax ID Number N/A	b. Participant Number	c. Dollar Amount of Funds \$
5. Type of Activity (1) <input checked="" type="checkbox"/> Rehab (3) <input type="checkbox"/> Acquisition Only (5) <input type="checkbox"/> Acquisition New Construction (2) <input type="checkbox"/> New Construction (4) <input type="checkbox"/> Acquisition Rehab			\$
8. Name & Phone Number of person completing form Keira Johnson, (804) 371-7061	9. CHDO Loan (1) <input type="checkbox"/> Yes (2) <input checked="" type="checkbox"/> No		\$
		7. Total Estimated Cost of Activity (HOME-assisted units, including other public/private funds) \$	

Part B: Activity Information

1. Street Address of Activity				
1a. City		1b. State	1c. Zip Code	
2. Name of Owner <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	2a. Last Name		2b. First Name	
3. Mailing Address of Owner				
3a. City		3b. State	3c. Zip Code	
3d. Phone Number	4. Name of Firm (if applicable)	5. Total Units in Activity Prior to Assistance	6. Estimated Units Upon Completion	7. Total HOME-Assisted Units Upon Completion
8. Type of Ownership (Check one box) (1) <input checked="" type="checkbox"/> Individual (4) <input type="checkbox"/> Not-for-Profit (2) <input type="checkbox"/> Partnership (5) <input type="checkbox"/> Publicly Owned (3) <input type="checkbox"/> Corporation (9) <input type="checkbox"/> Other		9. Tenure Type (Check one box only) (1) <input type="checkbox"/> Rental (2) <input type="checkbox"/> Homebuyer (3) <input checked="" type="checkbox"/> Homeowner Rehab		10. Complete for CHDO Activities (Check one box only) (1) <input type="checkbox"/> Owned (2) <input type="checkbox"/> Sponsored (3) <input type="checkbox"/> Developed
11. County Code (to be completed by Centralized States only)				

Activity Address	Activity Number
------------------	-----------------

[illegible]

1 – 1 Bedroom
2 – 2 Bedrooms
3 – 3 Bedrooms
4 – 4 Bedrooms
5 – 5 or more Bedrooms

1 – Tenant
2 – Owner
9 – Vacant

1 – 0 – 30%
2 – 30 – 50%
3 – 50 – 60%
4 – 60 – 80%

y – yes
n – no

11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian/Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native &
Black or African American
20 – Other Multi Racial

1 – Single/non-Elderly
2 - Elderly
3 – Related/Single Parent
4 – Related/Parent
5 - Other

1 – Section 8
2 – HOME TBRA
3 – Other
4 – No Assistance

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owner or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and disbursement deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain activity-specific elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and disbursements of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Sensitive Information: Some of the information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for Completing the Rental/Homebuyer/Homeowner Rehab Set-Up Report HOME Program

Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

Applicability. This form is to be submitted for every proposed set-up to be funded with DHCD IPR funds.

Timing. This report form is used to setup an activity in IDIS so that funds may be drawn down. An amended setup report form should be submitted if an activity is revised or if HOME funding for the activity is increased or decreased, and the change should be highlighted in yellow.

Part A:

1. **Activity Number.** Leave blank. Will be supplied to the Subrecipient after the set-up is approved by VDHCD.
2. **Name of Participant.** VDHCD.
3. **Participant's Tax ID Number.** Enter the State recipient's Tax ID Number.
4. **CHDO Tax ID Number.** N/A.
5. **Type of Activity.** Check one box to indicate the type of activity set-up based on the following definitions:
 - (1) **Rehabilitation Only.** A HOME-assisted rehabilitation activity that did not include acquisition of real property. Such activities may have involved (a) repairs or improvement of residential unit(s) to bring the unit(s) up to the property standards required by 24 CFR 92.251; (b) the reconfiguration of a structure to reduce the total units in order to increase the number of large family units, (c) the addition of a room or rooms (e.g., bedroom or bathroom) outside the existing walls for purposes of meeting occupancy or code standards and (d) the adding of a unit or units within the existing structure.
 - (2) **New Construction Only.** N/A.
 - (3) **Acquisition Only.** N/A.
 - (4) **Acquisition and Rehabilitation.** N/A.
 - (5) **Acquisition and New Construction.** N/A.

NOTE: When activities combine new construction in one building(s) with rehabilitation activities in another building(s) on one parcel of land, the activities, by type of activity (i.e., rehabilitation or new construction), must be administratively set up as separate activities in IDIS.

6. **HOME Funds for Activity.**
 - a) Enter the total amount of IPR HOME funds requested for activity.
 - b) Enter the name of any additional public/private funding as listed on the Project Cost Worksheet e.g.; IPR program income, RD, or SERCAP funds.

c) Indicate the amount of the each additional public/private funding.

7. **Total Estimated Cost of Activity (HOME-assisted units, including other public/private funds).** Enter the total estimated cost (hard and soft costs) for the HOME-assisted units in the activity, including other public/private funds.
8. **Name & Phone Number (Including Area Code) of Person Completing Form.** Already filled in for Subrecipient. Do not alter.
9. **CHDO Loan.** Complete only for activities assisted with funds reserved for Community Housing Development Organizations (CHDOs). Check "yes" if this is a project-specific seed money loan. Already filled in for Subrecipient. Do not alter without contacting your Community Rep.

Part B: Activity Information

1. **Street Address of Activity.** Self-explanatory.
2. **Name of Owner.** Only property owners or those with life estate rights are eligible beneficiaries. Rental units are not eligible.
3. **Mailing Address of Owner.** For single-unit homeownership activities, enter "NA" for not applicable.
4. **Name of Firm.** For single-unit homeownership activities and other activities which are not owned by a firm, enter "NA" for not applicable.
5. **Total Units in Activity Prior to Assistance.** Enter the total number of units in the activity (both HOME-assisted and non-HOME-assisted units).
6. **Estimated Units Upon Completion.** Enter the total estimated number of units that will be in the activity upon completion (both HOME-assisted and non-HOME-assisted units).
7. **Total HOME-Assisted Units Upon Completion.** Enter the total number of units (upon completion) that will receive HOME assistance.
8. **Type of Ownership.** Individual is the only eligible type of ownership.
9. **Tenure Type.** Homeowner Rehab is the only eligible type of tenure.
10. **Community Housing Development Organization Activities.** Complete only for activities assisted with funds reserved for Community Housing Development Organizations (CHDOs). Check one box only.
11. **County Code.** To be completed only for centralized State activities. Enter the 3-digit county code for the county in which the project is located.

Part C. Household Characteristics.

Provide information on the characteristics of each household (renter or owner) occupying a unit to be assisted with HOME funds. Complete one line for each unit to be assisted with HOME funds. Enter one code only in each block. If the activity is a 1 to 4 unit owner-occupied rental activity, provide characteristics for tenants as well as for the owner. If information is not available, enter "9." If a unit is unoccupied, enter unit number, number of bedrooms, and occupancy as "9" vacant. **Do not complete for new construction activities.**

Unit Number. For rental units, enter the unit number of each unit that will receive HOME assistance.

Number of Bedrooms. Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Occupancy Code. Enter 1 if the unit is occupied by a tenant, 2 if it is occupied by a homeowner, and 9 if it is vacant.

Monthly Rent (Including Utilities).

Tenant Contribution. For homeowners, enter zero.

Subsidy Amount. For homeowners, enter zero.

Total Rent. For homeowners, enter zero.

Income Data.

Percent of Area Median. For each occupied residential unit, enter one code only based on the following definitions:

1. **0–30** Percent of Area Median means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30–50** Percent of Area Median means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50–60** Percent of Area Median means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60–80** Percent of Area Median means a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Data.

Hispanic Y/N: For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race – Head of Household: For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as

"Haitian" or "Negro" can be used in addition to "Black or African American."

13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Size of Household. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households or more than 8, enter 8).

Head of Household. For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Rental Assistance: Not an eligible activity.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.
3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. **No Assistance.** Self-explanatory.

**IPR PROJECT COMPLETION REPORT
INSTRUCTIONS****Explanation of Form**

(Complete one (1) form for each housing unit addressed)

Upon completion of a project, complete the Project Completion Report Form and submit to the following address:

Program Administration and Assistance Office
VDHCD
Main Street Centre
600 E. Main Street, Suite 300
Richmond, VA 23219

This report should reflect ***all*** actual final project costs. **All thirteen digit project set-up numbers represent IPR federal HOME funds.** **All eleven digit project set-up numbers represent IPR state or local funds.**

GENERAL

Place an "X" in the box at the top of the front page marked "Original Submission".

PART A

DO NOTHING FOR 1,2,3,4, and 5.

6. Type an "X" in the 1-4 Single Family box.

PART B

Type an "X" in the Rehabilitation Only box for all projects.

1(1). This section is for the reporting of **IPR federal HOME** funds for all construction costs: base, exceptions and demolition. Type the interest rate (0%), amortization period, and the total amount of IPR funds (construction only) in the project in the Direct Loan line.

1(5). Type the total amount of **IPR federal HOME** funds for administration, construction-related soft costs, home maintenance education expenses, and temporary relocation expenses on this line (break out these amounts in the blank section beside "Other").

Type the total amount of HOME funds in the space provided.

DO NOTHING FOR 1(2), 1(3), and 1(4).

2. This section is for the reporting of **IPR state or local funds**, and for the reporting of the use of any other federal funds.
 - 2(1) Type the amount of federal funds other than HOME funds e.g. Rural Development on the Other Federal Funds line.
 - 2(2) Type the total amount of **IPR and local government funds** (construction and administration) received for the project on the State/Local Appropriated Funds line e.g.; CDBG inactive program income.

Type the total amount of public funds (state, local, or non-HOME federal) in the space provided.
- 3(1). Type the interest rate, amortization period, and amount of any loan funds received from non-governmental, non-HOME.
- 3(2). Type the amount of any cash contribution from the owner and the cash equivalent of any approved self-help or sweat equity contribution by the owner in the space provided.
- 3(3). Type the amount of any non-loan private funds included in the project and the cash equivalent of any approved donations of materials or labor.

Type the total amount of Private Funds in the space provided.
4. Type the amount of IPR program income included in the project in the space provided.
5. Type the sum of HOME, governmental, private, and program income funds included in the project in the space provided.

PART C

DO NOTHING

PART D

1. Type the sum of the before-rehab value of the property and the total rehabilitation cost.
2. Type the applicable Section 203(b) mortgage limit for the local area.

PART E

Complete this section to include information identical to the back page of the Project Set-Up Report form. Include the project address, and Project Set-Up Number.

Homebuyer/Homeowner Rehab Completion Report

HOME Program

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0171
(Exp. 03/31/2005)

Subrecipient:
Contract No.: 13-PR-
County:
Fax No.:

Homeowner Name:

Mark the appropriate box:

☐ Original Submission
☐ Pre-1978 House

☐ Revision
☐ Post-1978 House

Part A: Activity Information

1. Activity Number	2. Name of Participant VHCD	3. Participant's Tax ID Number 54-1083047	4. CHDO Tax ID Number N/A
5. Name & Phone Number of person completing this form Keira Johnson, 804-371-7061		6. Type of Property (check one): (1) <input checked="" type="checkbox"/> 1-4 Single Family (3) <input type="checkbox"/> Cooperative (2) <input type="checkbox"/> Condominium (4) <input type="checkbox"/> Manufactured Home	

Part B: Financial Structure of Activity

Type of Activity Financed (check one):

(1) ☒ Rehabilitation Only (3) ☐ Acquisition Only (5) ☐ Acquisition & New Construction
(2) ☐ New Construction Only (4) ☐ Acquisition & Rehabilitation

Activity Costs

1. HOME Funds (*Federal Funds – Activity Number that starts with a "2"*)

(1) Direct Loan (<i>base, exceptions & demolition</i>)	Annual Interest Rate 0 %	Amortization Period 10 Yrs.	\$
(2) Grant			\$
(3) Deferred Payment Loan (DPL)	Annual Interest Rate %	Amortization Period Yrs.	\$
(4) Community Housing Development Organization (CHDO) Loan			\$
a. TA Loan			\$
b. Seed Loan			\$
Total CHDO Loan (Total Items 4a and 4b)			\$
(5) Other (<i>Administration, CRSC, temporary relocation, HMEP and asbestos</i>)			\$
Total HOME Funds (Total Items 1-5)			\$

2. Public Funds (*State Funds – Activity Number that starts with a "5"*)

(1) Other Federal Funds (<i>Rural Development \$</i>)	\$
(2) State/Local Appropriated Funds (<i>Consortia HOME \$; CDBG PI \$; SERCAP \$; State DD Requests \$; Other \$</i>)	\$
(3) State/Local Tax Exempt Bond Proceeds	\$
Total Public Funds (Total Items 1-3)	\$

3. Private Funds

(1) Private Loan Funds	Annual Interest Rate %	Amortization Period Yrs.	\$
(2) Owner Cash Contribution			\$
(3) Private Grants			\$
Total Private Funds (Total Items 1-3)			\$

4. HOME Program Income (<i>IPR program income only</i>)	\$
---	----

5. Total Activity Costs (Total All Items)	\$
--	----

Part C: Financial Assistance to Homebuyer**Note: Complete for homebuyer activities only.**

1. Initial Purchase Price				\$
2. Appraised Value				\$
3. Total HOME Funds for Downpayment Assistance [sum of 3(a), 3(c), and 3(d)]				\$
(a) Direct Loan	Annual Interest Rate %	Amortization Period Yrs.	\$	
(b) Grant			\$	
(c) Deferred Payment Loan			\$	
(d) Other			\$	
4. HOME Program Income for Downpayment Assistance				\$
5. Total HOME Funds for Downpayment Assistance (Items 3-4)				\$

Part D: Complete for homeowner rehabilitation activities only.

1. After Rehabilitation Value (Assessment value before rehab plus rehab DOT amount)	\$
2. Single Family Mortgage Limit	\$

Part E: Household Characteristics. Complete the first line for the unit to be occupied by an owner. Fill out the second (third/fourth) line(s) for the rental unit(s), if any. For an unoccupied unit, enter unit number, number of bedrooms, and 9 for occupancy.

Activity Address	Activity Number
------------------	-----------------

Unit No.	No. of Bedrooms	Occupancy	Tenant Contribution	Subsidy Amount	Total Rent	% of Area Median	Hispanic	Race of Head of Household	Size of Household	Head of Household	Rental Assistance
	0-SRO 1-1Bdrm 2-2Bdrm 3-3Bdrm 4-4Bdrom 5-5 or more Bdrms	1-Tenant 2-Owner 3-Vacant				1-0-30% 2-30-50% 3-50-60% 4-60-80%	y=yes n=no	11-White 12-Black or AfricanAmerican 13-Asian 14-American Indian or Alaska Native 15-Native Hawaiian or Other Pacific Islander 16-American Indian or Alaska Native & White 17-Asian & White 18-Black or AfricanAmerican & White 19-American Indian or Alaska Native & Black or African American 20-Other Multi Racial	1-1 Person 2-2 Persons 3-3 Persons 4-4 Persons 5-5 Persons 6-6 Persons 7-7 Persons 8-8 or more Persons	1-Single/ NonElderly 2-Elderly 3-Related/ SingleParent 4-Related/ Parent 5-Other	1-Section 8 2-HOME TBA 3-Other Assistance 4-No Assistance

IPR REGISTER OF CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS INSTRUCTIONS

Explanation of Form

What it is used for: To document all procurements of \$10,000 or more made in an IPR project. To assist in assuring compliance with Section 3.

When it is used: Procurements are registered as they occur or on a monthly basis prior to submittal. This form is compiled by the Subrecipient, the Prime Contractor, and each subcontractor per the instructions below for each month and part of month during the course of a contract.

Where it goes: The Subrecipient files all reviewed and accepted submittals in their procurement and equal opportunity project files.

Instructions:

- Complete the “Month Covered” and “Date Completed” in the top right corner.
- ROUND CONTRACT AMOUNTS TO THE NEAREST DOLLAR.
- RECORD THE PHYSICAL ADDRESS OF BUSINESS ONLY. P. O. Boxes and other mailing addresses are not acceptable.
- RECORD THE IRS # (SSN). The form will be returned if it is not filled out.
- A procurement is registered one time and only for the month in which it occurred; DO NOT DUPLICATE PROCUREMENTS ON SUBSEQUENT SUBMITTALS.

SUBRECIPIENT’S RESPONSIBILITIES: The Subrecipient should complete this form each month to register all applicable procurements with Prime Contractors, subcontractors and suppliers. For submittal to itself the Subrecipient completes line (1) of SECTION I; line (2) and (3) will be left blank. For every procurement with a Prime Contractor, the Subrecipient should complete lines (1) and (2) of SECTION I and supply the Prime Contractor with enough copies for the duration of the contract. After submission of the Register by its Prime, the Subrecipient must review the Register for completeness, accuracy and consistency. The Subrecipient should not pay the prime its final invoice until it has received all of the required Registers and has determined their accuracy.

PRIME CONTRACTOR’S RESPONSIBILITIES: The Prime Contractor must prepare and submit this form every month and part of month to the Subrecipient along with any submittals received from subcontractors. The Prime Contractor must use the forms supplied by the Subrecipient in which lines (1) and (2) of SECTION I are already completed and line (3) remains blank.

In SECTION II, the Prime will record in the first row his or her contract information with the Subrecipient. In the following rows, the Prime will identify each procurement of \$10,000 or more as either ‘subcontractor’ or ‘supplier’ and will give complete information in the remaining columns. For every procurement with a subcontractor, the Prime Contractor should complete item (3) of SECTION I (lines (1) and (2) being already completed by the Subrecipient).

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Monthly IPR Register of Contractors, Subcontractors and Suppliers - *Register Each Procurement ≥ \$10,000*

Month: _____

SECTION I

Subrecipient _____ Contract No. _____ -PR- _____

Client's Name & Address _____

Local Section 3 County FIPS Code: _____ Project Activity No.: _____

Check :	<input type="checkbox"/>	Constructed Pre-1978 OR
	<input type="checkbox"/>	1978 or later
Check :	<input type="checkbox"/>	Housing Rehab OR
	<input type="checkbox"/>	Substantial Reconstruction

SECTION II: DETAILS OF PROCUREMENTS

Choose one:	Name and Street Address of Business, and IRS# (or owner's SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check ALL that apply)
XXX prime contractor ____subcontractor ____supplier	IRS# (or SSN)	Housing Rehab Contract	\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> White American <input type="checkbox"/> Local Business* <input type="checkbox"/> Black American <input type="checkbox"/> Female-Owned <input type="checkbox"/> Native American** Business <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
Choose one:	Name and Street Address of Business, and IRS# (or owner's SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check ALL that apply)
____prime contractor ____subcontractor ____supplier	IRS# (or SSN)		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> White American <input type="checkbox"/> Local Business* <input type="checkbox"/> Black American <input type="checkbox"/> Female-Owned <input type="checkbox"/> Native American** Business <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
Choose one:	Name and Street Address of Business, and IRS# (or owner's SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check ALL that apply)
____prime contractor ____subcontractor ____supplier	IRS# (or SSN)		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> White American <input type="checkbox"/> Local Business* <input type="checkbox"/> Black American <input type="checkbox"/> Female-Owned <input type="checkbox"/> Native American** Business <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
Choose one:	Name and Street Address of Business, and IRS# (or owner's SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check ALL that apply)
____prime contractor ____subcontractor ____supplier	IRS# (or SSN)		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> White American <input type="checkbox"/> Local Business* <input type="checkbox"/> Black American <input type="checkbox"/> Female-Owned <input type="checkbox"/> Native American** Business <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned

*SECTION 3 BUSINESS – A business located in the County surrounding the project area. 51% or more of the business is owned by Section 3 residents or 30% of permanent, full-time employed staff are Section 3 residents or 25+% of the dollar amount of subcontracts are committed to Section 3 businesses.

Section 3 residents are public housing residents or persons who live in the County and who have a household income that falls below HUD's income limits.

**NATIVE AMERICAN - American Indian/Alaskan Natives

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U.S. DEPARTMENT OF HUD 11/16/2011
STATE:VIRGINIA

		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Giles County, VA HUD Metro FMR Area									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Blacksburg-Christiansburg-Radford, VA HUD Metro FMR Area									
	30% LIMITS	14350	16400	18450	20500	22150	23800	25450	27100
	VERY LOW INCOME	23950	27400	30800	34200	36950	39700	42450	45150
	60% LIMITS	28740	32880	36960	41040	44340	47640	50940	54180
	LOW INCOME	38300	43800	49250	54700	59100	63500	67850	72250
Pulaski County, VA HUD Metro FMR Area									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Charlottesville, VA MSA									
	30% LIMITS	16350	18700	21050	23350	25250	27100	29000	30850
	VERY LOW INCOME	27250	31150	35050	38900	42050	45150	48250	51350
	60% LIMITS	32700	37380	42060	46680	50460	54180	57900	61620
	LOW INCOME	43600	49800	56050	62250	67250	72250	77200	82200
Danville, VA MSA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Harrisonburg, VA MSA									
	30% LIMITS	12750	14600	16400	18200	19700	21150	22600	24050
	VERY LOW INCOME	21250	24300	27350	30350	32800	35250	37650	40100
	60% LIMITS	25500	29160	32820	36420	39360	42300	45180	48120
	LOW INCOME	34000	38850	43700	48550	52450	56350	60250	64100
Kingsport-Bristol-Bristol, TN-VA MSA									
	30% LIMITS	10550	12050	13550	15050	16300	17500	18700	19900
	VERY LOW INCOME	17600	20100	22600	25100	27150	29150	31150	33150
	60% LIMITS	21120	24120	27120	30120	32580	34980	37380	39780
	LOW INCOME	28150	32150	36150	40150	43400	46600	49800	53000

U.S. DEPARTMENT OF HUD 11/16/2011
STATE:VIRGINIA

		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Lynchburg, VA MSA									
	30% LIMITS	12650	14450	16250	18050	19500	20950	22400	23850
	VERY LOW INCOME	21050	24050	27050	30050	32500	34900	37300	39700
	60% LIMITS	25260	28860	32460	36060	39000	41880	44760	47640
	LOW INCOME	33700	38500	43300	48100	51950	55800	59650	63500
Richmond, VA HUD Metro FMR Area									
	30% LIMITS	15900	18200	20450	22700	24550	26350	28150	30000
	VERY LOW INCOME	26500	30250	34050	37800	40850	43850	46900	49900
	60% LIMITS	31800	36300	40860	45360	49020	52620	56280	59880
	LOW INCOME	42350	48400	54450	60500	65350	70200	75050	79900
Louisa County, VA HUD Metro FMR Area									
	30% LIMITS	13700	15650	17600	19550	21150	22700	24250	25850
	VERY LOW INCOME	22800	26050	29300	32550	35200	37800	40400	43000
	60% LIMITS	27360	31260	35160	39060	42240	45360	48480	51600
	LOW INCOME	36500	41700	46900	52100	56300	60450	64650	68800
Roanoke, VA HUD Metro FMR Area									
	30% LIMITS	13300	15200	17100	18950	20500	22000	23500	25050
	VERY LOW INCOME	22150	25300	28450	31600	34150	36700	39200	41750
	60% LIMITS	26580	30360	34140	37920	40980	44040	47040	50100
	LOW INCOME	35400	40450	45500	50550	54600	58650	62700	66750
Franklin County, VA HUD Metro FMR Area									
	30% LIMITS	11800	13500	15200	16850	18200	19550	20900	22250
	VERY LOW INCOME	19700	22500	25300	28100	30350	32600	34850	37100
	60% LIMITS	23640	27000	30360	33720	36420	39120	41820	44520
	LOW INCOME	31500	36000	40500	44950	48550	52150	55750	59350
Virginia Beach-Norfolk-Newport News, VA-NC MSA									
	30% LIMITS	14900	17000	19150	21250	22950	24650	26350	28050
	VERY LOW INCOME	24850	28400	31950	35450	38300	41150	44000	46800
	60% LIMITS	29820	34080	38340	42540	45960	49380	52800	56160
	LOW INCOME	39700	45400	51050	56700	61250	65800	70350	74850
Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area									
	30% LIMITS	22600	25800	29050	32250	34850	37450	40000	42600
	VERY LOW INCOME	37650	43000	48400	53750	58050	62350	66650	70950
	60% LIMITS	45180	51600	58080	64500	69660	74820	79980	85140
	LOW INCOME	49200	56200	63250	70250	75900	81500	87150	92750

U.S. DEPARTMENT OF HUD 11/16/2011
STATE:VIRGINIA

		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Warren County, VA HUD Metro FMR Area									
	30% LIMITS	16000	18300	20600	22850	24700	26550	28350	30200
	VERY LOW INCOME	26650	30450	34250	38050	41100	44150	47200	50250
	60% LIMITS	31980	36540	41100	45660	49320	52980	56640	60300
	LOW INCOME	42650	48750	54850	60900	65800	70650	75550	80400
Winchester, VA-WV MSA									
	30% LIMITS	13750	15700	17650	19600	21200	22750	24350	25900
	VERY LOW INCOME	22900	26150	29400	32650	35300	37900	40500	43100
	60% LIMITS	27480	31380	35280	39180	42360	45480	48600	51720
	LOW INCOME	36600	41800	47050	52250	56450	60650	64800	69000
Accomack County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Alleghany County-Clifton Forge city-Covington city, VA HUD Nonmetro FMR Area									
	30% LIMITS	11200	12800	14400	15950	17250	18550	19800	21100
	VERY LOW INCOME	18650	21300	23950	26600	28750	30900	33000	35150
	60% LIMITS	22380	25560	28740	31920	34500	37080	39600	42180
	LOW INCOME	29800	34050	38300	42550	46000	49400	52800	56200
Augusta County-Staunton city-Waynesboro city, VA HUD Nonmetro FMR Area									
	30% LIMITS	12600	14400	16200	17950	19400	20850	22300	23700
	VERY LOW INCOME	20950	23950	26950	29900	32300	34700	37100	39500
	60% LIMITS	25140	28740	32340	35880	38760	41640	44520	47400
	LOW INCOME	33500	38300	43100	47850	51700	55550	59350	63200
Bath County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Bland County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600

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		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Brunswick County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Buchanan County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Buckingham County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Carroll County-Galax city, VA HUD Nonmetro FMR Area									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Charlotte County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Culpeper County, VA									
	30% LIMITS	16500	18850	21200	23550	25450	27350	29250	31100
	VERY LOW INCOME	27500	31400	35350	39250	42400	45550	48700	51850
	60% LIMITS	33000	37680	42420	47100	50880	54660	58440	62220
	LOW INCOME	44000	50250	56550	62800	67850	72850	77900	82900
Dickenson County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600

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		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Essex County, VA									
	30% LIMITS	11550	13200	14850	16450	17800	19100	20400	21750
	VERY LOW INCOME	19250	22000	24750	27450	29650	31850	34050	36250
	60% LIMITS	23100	26400	29700	32940	35580	38220	40860	43500
	LOW INCOME	30750	35150	39550	43900	47450	50950	54450	57950
Floyd County, VA									
	30% LIMITS	11350	12950	14550	16150	17450	18750	20050	21350
	VERY LOW INCOME	18850	21550	24250	26900	29100	31250	33400	35550
	60% LIMITS	22620	25860	29100	32280	34920	37500	40080	42660
	LOW INCOME	30150	34450	38750	43050	46500	49950	53400	56850
Grayson County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Greensville County-Emporia city, VA HUD Nonmetro FMR Area									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Halifax County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Henry County-Martinsville city, VA HUD Nonmetro FMR Area									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Highland County, VA									
	30% LIMITS	11750	13400	15100	16750	18100	19450	20800	22150
	VERY LOW INCOME	19600	22400	25200	27950	30200	32450	34700	36900
	60% LIMITS	23520	26880	30240	33540	36240	38940	41640	44280
	LOW INCOME	31300	35800	40250	44700	48300	51900	55450	59050

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		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
King George County, VA									
	30% LIMITS	18300	20900	23500	26100	28200	30300	32400	34500
	VERY LOW INCOME	30450	34800	39150	43500	47000	50500	53950	57450
	60% LIMITS	36540	41760	46980	52200	56400	60600	64740	68940
	LOW INCOME	45500	52000	58500	65000	70200	75400	80600	85800
Lancaster County, VA									
	30% LIMITS	11950	13650	15350	17050	18450	19800	21150	22550
	VERY LOW INCOME	19950	22800	25650	28450	30750	33050	35300	37600
	60% LIMITS	23940	27360	30780	34140	36900	39660	42360	45120
	LOW INCOME	31850	36400	40950	45500	49150	52800	56450	60100
Lee County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Lunenburg County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Madison County, VA									
	30% LIMITS	13900	15850	17850	19800	21400	23000	24600	26150
	VERY LOW INCOME	23100	26400	29700	33000	35650	38300	40950	43600
	60% LIMITS	27720	31680	35640	39600	42780	45960	49140	52320
	LOW INCOME	37000	42250	47550	52800	57050	61250	65500	69700
Mecklenburg County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Middlesex County, VA									
	30% LIMITS	13550	15450	17400	19300	20850	22400	23950	25500
	VERY LOW INCOME	22550	25750	28950	32150	34750	37300	39900	42450
	60% LIMITS	27060	30900	34740	38580	41700	44760	47880	50940
	LOW INCOME	36050	41200	46350	51450	55600	59700	63800	67950

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		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Northampton County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Northumberland County, VA									
	30% LIMITS	13300	15200	17100	18950	20500	22000	23500	25050
	VERY LOW INCOME	22100	25250	28400	31550	34100	36600	39150	41650
	60% LIMITS	26520	30300	34080	37860	40920	43920	46980	49980
	LOW INCOME	35350	40400	45450	50500	54550	58600	62650	66700
Nottoway County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Orange County, VA									
	30% LIMITS	14000	16000	18000	19950	21550	23150	24750	26350
	VERY LOW INCOME	23300	26600	29950	33250	35950	38600	41250	43900
	60% LIMITS	27960	31920	35940	39900	43140	46320	49500	52680
	LOW INCOME	37250	42600	47900	53200	57500	61750	66000	70250
Page County, VA									
	30% LIMITS	11550	13200	14850	16450	17800	19100	20400	21750
	VERY LOW INCOME	19200	21950	24700	27400	29600	31800	34000	36200
	60% LIMITS	23040	26340	29640	32880	35520	38160	40800	43440
	LOW INCOME	30700	35100	39500	43850	47400	50900	54400	57900
Patrick County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Prince Edward County, VA									
	30% LIMITS	11100	12700	14300	15850	17150	18400	19700	20950
	VERY LOW INCOME	18500	21150	23800	26400	28550	30650	32750	34850
	60% LIMITS	22200	25380	28560	31680	34260	36780	39300	41820
	LOW INCOME	29600	33800	38050	42250	45650	49050	52400	55800

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		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Rappahannock County, VA									
	30% LIMITS	15650	17850	20100	22300	24100	25900	27700	29450
	VERY LOW INCOME	26050	29750	33450	37150	40150	43100	46100	49050
	60% LIMITS	31260	35700	40140	44580	48180	51720	55320	58860
	LOW INCOME	41650	47600	53550	59450	64250	69000	73750	78500
Richmond County, VA									
	30% LIMITS	12400	14150	15900	17650	19100	20500	21900	23300
	VERY LOW INCOME	20650	23600	26550	29450	31850	34200	36550	38900
	60% LIMITS	24780	28320	31860	35340	38220	41040	43860	46680
	LOW INCOME	33000	37700	42400	47100	50900	54650	58450	62200
Rockbridge County-Buena Vista city-Lexington city, VA HUD Nonmetro FMR Area									
	30% LIMITS	11700	13350	15000	16650	18000	19350	20650	22000
	VERY LOW INCOME	19450	22200	25000	27750	30000	32200	34450	36650
	60% LIMITS	23340	26640	30000	33300	36000	38640	41340	43980
	LOW INCOME	31100	35550	40000	44400	48000	51550	55100	58650
Russell County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Shenandoah County, VA									
	30% LIMITS	13550	15450	17400	19300	20850	22400	23950	25500
	VERY LOW INCOME	22550	25750	28950	32150	34750	37300	39900	42450
	60% LIMITS	27060	30900	34740	38580	41700	44760	47880	50940
	LOW INCOME	36050	41200	46350	51450	55600	59700	63800	67950
Smyth County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Southampton County-Franklin city, VA HUD Nonmetro FMR Area									
	30% LIMITS	12600	14400	16200	17950	19400	20850	22300	23700
	VERY LOW INCOME	20950	23950	26950	29900	32300	34700	37100	39500
	60% LIMITS	25140	28740	32340	35880	38760	41640	44520	47400
	LOW INCOME	33500	38300	43100	47850	51700	55550	59350	63200

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		----- 2012 ADJUSTED HOME INCOME LIMITS -----							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Tazewell County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Westmoreland County, VA									
	30% LIMITS	13100	14950	16800	18650	20150	21650	23150	24650
	VERY LOW INCOME	21800	24900	28000	31100	33600	36100	38600	41100
	60% LIMITS	26160	29880	33600	37320	40320	43320	46320	49320
	LOW INCOME	34850	39800	44800	49750	53750	57750	61700	65700
Wise County-Norton city, VA HUD Nonmetro FMR Area									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Wythe County, VA									
	30% LIMITS	11100	12650	14250	15800	17100	18350	19600	20900
	VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
	60% LIMITS	22140	25260	28440	31560	34140	36660	39180	41700
	LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600

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FHA MORTGAGE LIMITS LIST FOR VIRGINIA – FHA FORWARD AS OF DECEMBER 7, 2011

MSA Name	MSA Code	Division	County Name	County Code	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
NON-METRO	99999		ACCOMACK	001	\$271,050	\$347,000	\$419,425	\$521,250	\$55,000	12/05/2011	CY2012
CHARLOTTESVILLE, VA (MSA)	16820		ALBEMARLE	003	\$437,000	\$559,450	\$676,200	\$840,400	\$288,000	12/05/2011	CY2012
WASHINGTON-ARLINGTON-ALEXANDRIA, DC-VA-MD-WV METRO	47900	47894	ALEXANDRIA	510	\$729,750	\$934,200	\$1,129,250	\$1,403,400	\$671,000	12/05/2011	CY2012
NON-METRO	99999		ALLEGHANY	005	\$271,050	\$347,000	\$419,425	\$521,250	\$112,000	12/05/2011	CY2012
RICHMOND, VA (MSA)	40060		AMELIA	007	\$535,900	\$686,050	\$829,250	\$1,030,600	\$295,000	12/05/2011	CY2012
LYNCHBURG, VA (MSA)	31340		AMHERST	009	\$292,100	\$373,950	\$452,000	\$561,700	\$187,000	12/05/2011	CY2012
LYNCHBURG, VA (MSA)	31340		APPOMATTOX	011	\$292,100	\$373,950	\$452,000	\$561,700	\$187,000	12/05/2011	CY2012
WASHINGTON-ARLINGTON-ALEXANDRIA, DC-VA-MD-WV METRO	47900	47894	ARLINGTON	013	\$729,750	\$934,200	\$1,129,250	\$1,403,400	\$671,000	12/05/2011	CY2012
STAUNTON-WAYNESBORO, VA (MICRO)	44420		AUGUSTA	015	\$271,050	\$347,000	\$419,425	\$521,250	\$154,000	12/05/2011	CY2012
NON-METRO	99999		BATH	017	\$271,050	\$347,000	\$419,425	\$521,250	\$91,000	12/05/2011	CY2012
LYNCHBURG, VA (MSA)	31340		BEDFORD	019	\$292,100	\$373,950	\$452,000	\$561,700	\$187,000	12/05/2011	CY2012
LYNCHBURG, VA (MSA)	31340		BEDFORD IND	515	\$292,100	\$373,950	\$452,000	\$561,700	\$187,000	12/05/2011	CY2012
NON-METRO	99999		BLAND	021	\$271,050	\$347,000	\$419,425	\$521,250	\$29,000	12/05/2011	CY2012

FHA MORTGAGE LIMITS LIST FOR VIRGINIA – FHA FORWARD AS OF DECEMBER 7, 2011

MSA Name	MSA Code	Division	County Name	County Code	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
ROANOKE, VA (MSA)	40220		BOTETOURT	023	\$280,000	\$358,450	\$433,250	\$538,450	\$212,000	12/05/2011	CY2012
KINGSPORT-BRISTOL-BRISTOL, TN-VA (MSA)	28700		BRISTOL	520	\$271,050	\$347,000	\$419,425	\$521,250	\$140,000	12/05/2011	CY2012
NON-METRO	99999		BRUNSWICK	025	\$271,050	\$347,000	\$419,425	\$521,250	\$112,000	12/05/2011	CY2012
NON-METRO	99999		BUCHANAN	027	\$271,050	\$347,000	\$419,425	\$521,250	\$94,000	12/05/2011	CY2012
NON-METRO	99999		BUCKINGHAM	029	\$271,050	\$347,000	\$419,425	\$521,250	\$114,000	12/05/2011	CY2012
NON-METRO	99999		BUENA VISTA	530	\$271,050	\$347,000	\$419,425	\$521,250	\$101,000	12/05/2011	CY2012
LYNCHBURG, VA (MSA)	31340		CAMPBELL	031	\$292,100	\$373,950	\$452,000	\$561,700	\$187,000	12/05/2011	CY2012
RICHMOND, VA (MSA)	40060		CAROLINE	033	\$535,900	\$686,050	\$829,250	\$1,030,600	\$295,000	12/05/2011	CY2012
NON-METRO	99999		CARROLL	035	\$271,050	\$347,000	\$419,425	\$521,250	\$55,000	12/05/2011	CY2012
RICHMOND, VA (MSA)	40060		CHARLES CITY	036	\$535,900	\$686,050	\$829,250	\$1,030,600	\$295,000	12/05/2011	CY2012
NON-METRO	99999		CHARLOTTE	037	\$271,050	\$347,000	\$419,425	\$521,250	\$108,000	12/05/2011	CY2012
CHARLOTTESVILLE, VA (MSA)	16820		CHARLOTTESVILLE	540	\$437,000	\$559,450	\$676,200	\$840,400	\$288,000	12/05/2011	CY2012
VIRGINIA BEACH-NORFOLK-NEWPORT NEWS, VA-NC (MSA)	47260		CHESAPEAKE	550	\$458,850	\$587,400	\$710,050	\$882,400	\$303,000	12/05/2011	CY2012
RICHMOND, VA (MSA)	40060		CHESTERFIELD	041	\$535,900	\$686,050	\$829,250	\$1,030,600	\$295,000	12/05/2011	CY2012
WASHINGTON-ARLINGTON-ALEXANDRIA, DC-VA-MD-WV METRO	47900	47894	CLARKE	043	\$729,750	\$934,200	\$1,129,250	\$1,403,400	\$671,000	12/05/2011	CY2012

FHA MORTGAGE LIMITS LIST FOR VIRGINIA – FHA FORWARD AS OF DECEMBER 7, 2011

MSA Name	MSA Code	Division	County Name	County Code	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
RICHMOND, VA (MSA)	40060		COLONIAL HEIGHTS	570	\$535,900	\$686,050	\$829,250	\$1,030,600	\$295,000	12/05/2011	CY2012
NON-METRO	99999		COVINGTON	580	\$271,050	\$347,000	\$419,425	\$521,250	\$71,000	12/05/2011	CY2012
ROANOKE, VA (MSA)	40220		CRAIG	045	\$280,000	\$358,450	\$433,250	\$538,450	\$212,000	12/05/2011	CY2012
CULPEPER, VA (MICRO)	19020		CULPEPER	047	\$382,500	\$489,650	\$591,900	\$735,600	\$208,000	12/05/2011	CY2012
RICHMOND, VA (MSA)	40060		CUMBERLAND	049	\$535,900	\$686,050	\$829,250	\$1,030,600	\$295,000	12/05/2011	CY2012
DANVILLE, VA (MSA)	19260		DANVILLE	590	\$271,050	\$347,000	\$419,425	\$521,250	\$106,000	12/05/2011	CY2012
NON-METRO	99999		DICKENSON	051	\$271,050	\$347,000	\$419,425	\$521,250	\$78,000	12/05/2011	CY2012
RICHMOND, VA (MSA)	40060		DINWIDDIE	053	\$535,900	\$686,050	\$829,250	\$1,030,600	\$295,000	12/05/2011	CY2012
NON-METRO	99999		EMPORIA	595	\$271,050	\$347,000	\$419,425	\$521,250	\$105,000	12/05/2011	CY2012
NON-METRO	99999		ESSEX	057	\$375,000	\$480,050	\$580,300	\$721,150	\$175,000	12/05/2011	CY2012
WASHINGTON-ARLINGTON-ALEXANDRIA, DC-VA-MD-WV METRO	47900	47894	FAIRFAX	059	\$729,750	\$934,200	\$1,129,250	\$1,403,400	\$671,000	12/05/2011	CY2012
WASHINGTON-ARLINGTON-ALEXANDRIA, DC-VA-MD-WV METRO	47900	47894	FAIRFAX IND	600	\$729,750	\$934,200	\$1,129,250	\$1,403,400	\$671,000	12/05/2011	CY2012
WASHINGTON-ARLINGTON-ALEXANDRIA, DC-VA-MD-WV METRO	47900	47894	FALLS CHURCH	610	\$729,750	\$934,200	\$1,129,250	\$1,403,400	\$671,000	12/05/2011	CY2012

FHA MORTGAGE LIMITS LIST FOR VIRGINIA – FHA FORWARD AS OF DECEMBER 7, 2011

MSA Name	MSA Code	Division	County Name	County Code	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
WASHINGTON- ARLINGTON- ALEXANDRIA, DC- VA-MD-WV METRO	47900	47894	FAUQUIER	061	\$729,750	\$934,200	\$1,129,250	\$1,403,400	\$671,000	12/05/2011	CY2012
NON-METRO	99999		FLOYD	063	\$271,050	\$347,000	\$419,425	\$521,250	\$63,000	12/05/2011	CY2012
CHARLOTTESVILLE, VA (MSA)	16820		FLUVANNA	065	\$437,000	\$559,450	\$676,200	\$840,400	\$288,000	12/05/2011	CY2012
ROANOKE, VA (MSA)	40220		FRANKLIN	067	\$280,000	\$358,450	\$433,250	\$538,450	\$212,000	12/05/2011	CY2012
NON-METRO	99999		FRANKLIN IND	620	\$271,050	\$347,000	\$419,425	\$521,250	\$128,000	12/05/2011	CY2012
WINCHESTER, VA- WV (MSA)	49020		FREDERICK	069	\$475,000	\$608,100	\$735,050	\$913,450	\$193,000	12/05/2011	CY2012
WASHINGTON- ARLINGTON- ALEXANDRIA, DC- VA-MD-WV METRO	47900	47894	FREDERICKSBURG	630	\$729,750	\$934,200	\$1,129,250	\$1,403,400	\$671,000	12/05/2011	CY2012
NON-METRO	99999		GALAX	640	\$271,050	\$347,000	\$419,425	\$521,250	\$106,000	12/05/2011	CY2012
BLACKSBURG- CHRISTIANSBURG- RADFORD, VA (MSA)	13980		GILES	071	\$292,100	\$373,950	\$452,000	\$561,700	\$170,000	12/05/2011	CY2012

**CERTIFICATION OF SIGNATURES AND
ADDRESS****Explanation of Form**

The Certified Signatures and Address Form is required for DHCD to process requests for payments (drawdowns). It must be filled out by the Subrecipient's chief administrative official. The form must be received by DHCD prior to the Subrecipient's first draw down. Resubmittal of the Certification is required if **either** the certified signatures or certified address change, for DHCD to process any new payment requests.

At least **four different persons must sign this Certification:**

1. The certifying local chief executive;
2. The notary public; and
3. The two (2) persons authorized to sign payment requests. Cannot be the same persons as the ones who sign the Grantee's checks without prior approval from the DHCD's Fiscal Analyst.

The Subrecipient may authorize more than two signatures, if desired. The authorized signatures must be typed (or printed) **and** signed.

It is of utmost importance that the certified address includes the correct content and be in the required format. The format restrictions (listed below) were made by the Virginia Department of Accounts, and failure to conform to their format may delay processing of payment requests. Funds can **only be paid or transferred to the Subrecipient locality**. Checks may not be paid or transferred to any third parties.

Format and content requirements for the **Certified Address:**

1. Maximum 4 lines. Up to 40 characters, including spaces, in line 1. Up to 32 characters in lines 2 and 3.
2. Use no punctuation and abbreviate words whenever possible. Abbreviate Virginia as **VA**, Street as **ST**, Post Office Box as **P O BOX**, and use initials instead of the full name (e.g., Mary Hart, Treasurer as M HART TREAS). Delete all extraneous words and symbols that do not affect delivery or Subrecipient processing of the payment.
3. PAYEE - must name grant **locality** first and, space permitting, may also include the project name. The locality must be listed with **name first and 'County' 'City' or 'Town' after** (e.g. Town of Grantsburg is shown as Grantsburg Town).
4. ADDRESS - checks may be sent to either a local government address or directly to a bank for deposit.

Federal Identification Number (Fin): is required by the Virginia Department of Accounts and draw downs will **not** be processed without this number. Be sure to use the FIN and your suffix number that applies to your **IPR** bank account.

Virginia Department of Accounts has instituted electronic transfer to the locality's general funds account. Be sure to use the suffix number assigned by the Virginia Department of Accounts for your IPR electronic transfer to ensure that your funds are deposited to the correct account.

Electronic Transfer and Debt Off-Set

The Commonwealth will transfer the IPR amount requested via an electronic transfer according to the agreement set up between the Locality and the Virginia Department of Accounts (DOA). This agreement will need to be reviewed before your first draw down to insure that the transfer will be made to the correct bank account, or revised to include your new IPR checking account.

A transfer can be made to a separate account by having DOA add a “suffix” to your Federal Identification Number. To have drawdowns deposited to separate accounts, complete the Electronic Transfer forms available at the DOA website, www.doa.state.va.us. **Click on the EDI button on the left side of your screen. These forms can be faxed to the General Account Unit, Virginia Department of Account General Accounting, at (804) 225-4250 or mailed to P.O. Box 1971, Richmond, VA 23215-1971. Call 804-225-3164 if you have any questions.**

If the amount received is higher than the amount requested, there is probably a second or third non-IPR transfer being made at the same time. Each Subrecipient should be receiving a “remittance advice” for each component of the transfer and these could be used to reconcile the total transfer.

If the transfer is for an amount less than requested, in most cases, the Department of Taxation has captured all or part of the transfer within the Debt Off-Set program. In other words, your locality was showing on their list as owing the state money, and the IPR transfer was captured to fulfill that debt.

Please note that the full amount of the IPR drawdown must be deposited. Should all or part of a drawdown go to satisfy an outstanding obligation with the state, the locality must make up the difference out of their own funds, or be subject to an interest penalty.

✱ Be sure to check the DOA website regularly for updated EDI-related forms and information. Remember to refresh your screen to get the most recent version. Remember to resubmit the *Trading Partner EDI Notification of Change* form if your banking information changes. This form must be submitted fifteen (15) days in advance of any changes.

CERTIFICATION OF SIGNATURES AND ADDRESS

RE: Virginia Indoor Plumbing Rehab/Loan Program # 13-PR-

_____, being first duly sworn, does hereby certify that he/she is the Chief Executive Officer of _____ and that only the following named individuals are authorized to sign requests for Virginia Indoor Plumbing Rehab/Loan Program funds from the Department of Housing and Community Development, Project Management Office:

Name (please type)

Signature

Name (please type)

Signature

The affiant does further state that all payments made by the Department of Housing and Community Development pursuant to Virginia Indoor Plumbing Rehab/Loan Program Contract # 13-PR- should be made only to the named payee and address below, which payee the affiant hereby certifies to be authorized to receive such funds at the address below:

PAYEE (Subrecipient): _____

Address: _____

City, State, Zip-code: _____

CERTIFIED by:

Signature of Chief Executive Officer

Title

The Federal Identification Number (FIN) for this account is: _____. Sworn and subscribed before me, a Notary Public, in and for the Commonwealth of Virginia, this _____ day of _____, 20_____

SIGNATURE:

Notary Public

My commission expires: ____/____/____ Registration number: _____

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Attachment

15

W-9 FORM

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Explanation of Drawdown Request form

The IPR Drawdown Request form is a standard state invoice that has been preprinted to make it as simple as possible to complete. Only the areas highlighted in yellow require information. **The Drawdown Request form must be on blue paper with the information typed or printed in black ink. The signature must be in blue ink. The form must be complete and correct before it will be accepted.**

1. Upper Left Section:
 - a. Name (Local Government Only) & Address – **Select the Subrecipients's name from the drop down box. Type the Subrecipient's name and address *exactly* as shown on the Certification of Signatures and Address.**
 - b. Vendor ID #- Enter the Subrecipient's Federal Identification Number (FIN), including the two-digit ETF suffix number if applicable, for the IPR account. This information is required to process your drawdown request.
2. Lower Left Section:
 - a. Program Name - Select the Program Name from the drop down box.
 - b. Request Number - Type the appropriate payment request number. Each Drawdown Request form must be numbered consecutively starting from 1 (one).
 - c. Contract Number - Type the IPR contract number.
 - d. Payment Request Covers Costs Through - Enter the estimated date that all funds requested will be expended, or, in the case of reimbursement, were expended.
 - e. Authorized Signature - **One of the two or more individuals certified as authorized to sign payment requests for the Subrecipient must sign this invoice.**
 - f. Date Submitted: Type the date. The final Drawdown must be submitted no later than June 10.
3. Lower Right Section:
 - a. List all of the expenses of the client under the Client's Name.
 - b. Change orders, the last 50% of administration funds, demolition construction amount, and construction-related soft costs, all HMEP expenses and, if applicable, temporary relocation and direct legal expenses must be drawn down with the final Drawdown request. Invoices for HMEP and temporary relocation costs must be attached to the Drawdown request.

Submit the original completed form to:

Department of Housing and Community Development
Program Administration and Assistance Office
Main Street Centre
600 E. Main Street, Suite 300
Richmond, VA 23219-2436

Once DHCD has approved the Drawdown Request for processing, a scanned copy is sent to the Subrecipient's Housing Program Administrator as notification that State processing of the payment request has commenced. **If you do not receive payment within 21 days, contact your Community Development Specialist.**



Call your DHCD Community Development Specialist if you have any questions when completing this form.



ACCOUNTING VOUCHER

Agency Name/Delivery Address:

Department Of Housing & Community Development
Project Management Office
600 E. Main Street, Suite 300
Richmond, VA 23219

(Local Gov't Only)

Name:

(Non Gov't Only)

Name:

Address:

City:

State:

Zip:

-

Vendor ID:

-

Suffix:

PLEASE BE SURE TO INCLUDE ZIP CODE IN ALL ADDRESSES

Invoice to address:

Contract Number

Date of Fund/ HUD Request

Rep Approval & Date

Date Received

Bid Rel./Requisition No.

Terms P.O.

FPS# (HUD Voucher # if Applicable)

No.

Due Date

Mo.

Day

Yr.

P.O. No.

Amount Paid

Voucher number and date

Total amount paid

Grantee Name

P.O. Number

Intra-agency Contact

Telephone

Denise H. Ambrose

804-371-7061

Description

Activity

Total Amount

Program Name

(Select One)

Request #

Contract #

Payment covers costs through:

I certify this request is in accordance with terms and conditions of the referenced contract. The amount is correct and not in excess of current needs.

Authorized Signature (Blue Ink Only)

Date Submitted

DHCD Payment Approval

Date Signed

TOTAL
AMOUNT

I certify that the P.O., Receiving Report (if applicable), Invoice, and Voucher are in agreement with the merchandise or service being paid for; and further, that computations and coding on the Voucher are correct and discounts taken are proper.

INITIAL

TRANS	AGENCY	GLA	FUND		FFY	PROGRAM			OBJECT	REVENUE SOURCE	AMOUNT	PROJECT		
			FUND	DET		PROG	SUB	ELE				PROJECT	TK	PH
#N/A	#N/A		#N/A	#N/A		#N/A	#N/A	00	#N/A			#N/A		
COST CODE	FIPS	PSD	AGENCY REFERENCE			INVOICE				DUE DATE		REFERENCE DOC		
						DATE	NUMBER			MM	DD	YY	NUMBER	
#N/A	#N/A													
DESCRIPTION						CURRENT DOCUMENT			SUBSIDIARY ACCOUNT	MULTI- PURPOSE	1099	CHECK IF <input type="checkbox"/> CONTINUATION SHEET ATTACHED		
DD#						NUMBER								

Explanation of Form

Step A: Calculate Gross Household Income: This includes wages, tips, self-employment income, alimony, interest, dividends, social security, SSI, public assistance or public welfare, including unemployment, retirement, disability income, VA and insurance payments from all adult individuals residing in the household. It does not include income earned by a child under 18 years, foster care payments, hostile fire pay, inheritance income, medical cost reimbursements, lump-sum asset payments, educational scholarships or the income of a live-in aide.

Step B: Deduct \$480 for each dependent. A dependent is defined as any household member who is not the head, co-head or spouse, but is under the age of 18 years, or disabled (of any age), or is a full-time student (of any age). The client file must include verification of the student status of any dependent over 18 years.

Step C: Deduct \$400 *per* elderly household. An elderly household is one in which the head, spouse or sole member is 62 years or older.

Step D: Deduct documented, out-of-pocket medical expenses in excess of 3% of annual gross household income for any member in an elderly household.

Step E: Calculate Adjusted Gross Income: $A - (B + C + D) = AGI$

Step F: Calculate Monthly Income: $AGI / 12$

Step G: Calculate Income Available for Housing: Multiple monthly income of homeowners by 0.25.

Step H: Calculate Monthly Housing Costs: The only eligible fees are mortgage payment, home insurance, real estate taxes and utility allowances. The only eligible utility allowances are gas, electric, heat, water, public sewer and garbage costs. Air conditioning costs can be included when the client file contains documentation from a medical practitioner, stating that it is a medical necessity for a household member.

Step I: The amount available for Loan Repayment is Step G (income available for housing) minus Step H (monthly housing costs).

*** Ability-to-pay may be reviewed on an annual basis. It must be recalculated if the composition of the household changes or if requested by the beneficiary, and the monthly payment toward the loan payment adjusted accordingly.**

ABILITY-TO-PAY WORKSHEET

Homeowners Only

Step A: Gross Household Income: \$_____ (A)

Step B: (-) Dependents \$_____ (B)

\$480 for each dependent under the age of 18 years old.
Do not include head of household or spouse.

Step C: (-) Elderly \$_____ (C)

\$400 *per* elderly FAMILY (age 62 years and older).

Step D: (-) Other Deductibles \$_____ (D)

Include documented, out-of pocket medical expenses in excess of three (3%) of annual income.

Step E: A- (B+C+D) = Adjusted Gross Income (AGI) \$_____ (E)

Step F: Monthly Income (AGI/12) \$_____ (F)

Step G: Income Available for Housing \$_____ (G)

(Monthly Income of Homeowners x .25)

Step H: Monthly Housing Costs

Mortgage Payment	\$	_____	
Home Insurance	\$	_____	
Real Estate Taxes	\$	_____	
Utility Allowance	\$	_____	(gas, electric, heat, water, public sewer & garbage only)

Total Monthly Housing Costs \$_____ (H)

Step I: G- H = Amount Available for Loan Repayment \$_____ (I)

(Minimum \$25.00)

Step A: Loan Amount (base, exceptions and demolition costs) (A) \$_____

Step B: Monthly Amount To Fully Amortize Loan (B) \$_____
(For 0%, 10 years - multiply loan amount by 1/120)

Step C: Client Payment Amount (C) \$_____
(from Ability to Pay Calculations—line I)

Step D: Monthly Amount Forgiven (D) \$_____
Subtract (C) from (B) = (D)

Step E:

If (B) is greater than (C): (C) is the monthly payment from client;
(D) is the monthly loan amount forgiven;

BUT

If (C) is greater than (B): nothing is forgiven and
(B) is the monthly payment from client;

Notes:

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Explanation of Form

Using the following list as a guideline, locate the general region in which the project will take place. Chose from those utility allowances the client will be monetarily responsible for at the conclusion of the rehabilitation project. The only eligible utility allowances are gas, electricity, heat, water, public sewer and garbage costs. Air conditioning costs can be included. **The client file must be documented to show which utility allowances were used in calculating the household's ability to pay.**

Region 1 includes the following agencies and areas:

- Central Virginia Housing Coalition
- Manassas DSS
- Shenandoah County DSS
- Winchester Office of Housing & Neighborhood Development

Region 2 includes the following agencies and areas:

- Gloucester County Dept of Housing Programs
- Isle of Wight DSS Rental Assistance Office
- Lancaster County
- Northumberland County DSS
- Prince George Housing Office
- Sussex County
- Westmoreland County DSS
- York County Housing Office

Region 3 includes the following agencies and areas:

- Central Virginia Resource Corporation
- Chesterfield County DSS
- Fluvanna-Louisa County Housing Foundation
- Goochland County DSS
- Hanover County CSB
- Harrisonburg-Rockingham CSB
- Henrico MHMR
- Nelson County Community Development Foundation
- Powhatan County DSS
- Rappahannock-Rapidan CSB
- Region Ten CSB
- Richmond Residential Services, Inc.
- Skyline CAP, Inc.

Region 4 includes the following agencies and areas:

- Campbell County DSS Rental Assistance Office
- Craig County
- Lyn-CAG Housing Agency
- Pembroke Management, Inc.
- Pittsylvania Community Action Agency, Inc.
- Radford Rental Assistance Office
- Rockbridge Area Rental Assistance Office
- STEP, Inc.

Region 5 includes the following agencies and areas:

- Buchanan County Board of Supervisors
- Carroll County DSS
- Dickenson Rental Assistance Office
- Grayson County Rental Assistance Office
- Junction Center for Independent Living
- Rooftop of Virginia CAP
- Russell County Rental Assistance Program
- Smyth County DSS
- Tazewell County DSS

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Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Family Name: _____	Bedroom Size: _____
Unit Address: _____	

Region: 1 - Northern Virginia		Unit Type: 4 Exposed Walls					Effective Date: 07/01/2011		
Utility	Usage	Monthly Dollar Amount							
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$7.00	\$10.00	\$13.00	\$15.00	\$20.00	\$22.00	\$25.00	\$28.00
	Home Heating	\$53.00	\$75.00	\$97.00	\$116.00	\$150.00	\$169.00	\$192.00	\$213.00
	Water Heating	\$18.00	\$25.00	\$32.00	\$39.00	\$49.00	\$56.00	\$64.00	\$71.00
Electricity	Cooking	\$2.00	\$3.00	\$4.00	\$4.00	\$6.00	\$6.00	\$7.00	\$8.00
	Cooling (A/C)	\$5.00	\$7.00	\$8.00	\$10.00	\$14.00	\$15.00	\$16.00	\$18.00
	Home Heating	\$17.00	\$24.00	\$30.00	\$37.00	\$47.00	\$53.00	\$60.00	\$67.00
	Other Electric	\$10.00	\$15.00	\$20.00	\$23.00	\$28.00	\$32.00	\$39.00	\$43.00
	Tax	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
	Water Heating	\$7.00	\$9.00	\$12.00	\$14.00	\$18.00	\$21.00	\$23.00	\$26.00
Natural Gas	Cooking	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00	\$8.00	\$10.00	\$11.00
	Home Heating	\$17.00	\$24.00	\$30.00	\$37.00	\$47.00	\$53.00	\$60.00	\$67.00
	Tax	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
	Water Heating	\$6.00	\$8.00	\$10.00	\$12.00	\$15.00	\$18.00	\$20.00	\$23.00
Oil	Home Heating	\$22.00	\$29.00	\$37.00	\$46.00	\$58.00	\$67.00	\$75.00	\$83.00
	Water Heating	\$7.00	\$10.00	\$13.00	\$15.00	\$20.00	\$22.00	\$25.00	\$28.00
Sewer	Other	\$18.00	\$25.00	\$32.00	\$39.00	\$49.00	\$56.00	\$64.00	\$71.00
Trash Collection	Other	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Water	Other	\$13.00	\$18.00	\$23.00	\$29.00	\$36.00	\$42.00	\$47.00	\$52.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$	



Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Family Name: _____ Unit Address: _____ _____	Bedroom Size: _____
--	----------------------------

Region: 2 - Eastern Virginia		Unit Type: 4 Exposed Walls				Effective Date: 07/01/2011		
Utility	Usage	Monthly Dollar Amount						
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$7.00	\$10.00	\$13.00	\$15.00	\$20.00	\$22.00	\$25.00
	Home Heating	\$53.00	\$75.00	\$97.00	\$116.00	\$150.00	\$169.00	\$192.00
	Water Heating	\$18.00	\$25.00	\$32.00	\$39.00	\$49.00	\$56.00	\$64.00
Electricity	Cooking	\$3.00	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00
	Cooling (A/C)	\$7.00	\$9.00	\$12.00	\$15.00	\$20.00	\$22.00	\$24.00
	Home Heating	\$24.00	\$33.00	\$43.00	\$53.00	\$67.00	\$77.00	\$86.00
	Other Electric	\$15.00	\$21.00	\$25.00	\$30.00	\$38.00	\$46.00	\$50.00
	Tax	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
	Water Heating	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$32.00
Natural Gas	Cooking	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00	\$8.00	\$10.00
	Home Heating	\$17.00	\$24.00	\$30.00	\$38.00	\$48.00	\$55.00	\$61.00
	Tax	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
	Water Heating	\$6.00	\$8.00	\$11.00	\$13.00	\$17.00	\$19.00	\$22.00
Oil	Home Heating	\$38.00	\$54.00	\$70.00	\$85.00	\$108.00	\$124.00	\$140.00
	Water Heating	\$13.00	\$18.00	\$23.00	\$28.00	\$35.00	\$40.00	\$46.00
Sewer	Other	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$32.00
Trash Collection	Other	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Water	Other	\$11.00	\$15.00	\$19.00	\$23.00	\$29.00	\$34.00	\$38.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$



Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Family Name: _____ **Bedroom Size:** _____
Unit Address: _____

Region: 3 - Central Virginia		Unit Type: 4 Exposed Walls				Effective Date: 07/01/2011		
Utility	Usage	Monthly Dollar Amount						
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$10.00	\$13.00	\$17.00	\$21.00	\$27.00	\$30.00	\$34.00
	Home Heating	\$72.00	\$100.00	\$128.00	\$156.00	\$200.00	\$228.00	\$256.00
	Water Heating	\$23.00	\$32.00	\$41.00	\$51.00	\$64.00	\$74.00	\$83.00
Electricity	Cooking	\$2.00	\$3.00	\$4.00	\$4.00	\$6.00	\$6.00	\$7.00
	Cooling (A/C)	\$3.00	\$5.00	\$7.00	\$9.00	\$10.00	\$14.00	\$14.00
	Home Heating	\$16.00	\$22.00	\$28.00	\$33.00	\$43.00	\$49.00	\$55.00
	Other Electric	\$9.00	\$12.00	\$16.00	\$20.00	\$24.00	\$28.00	\$32.00
	Tax	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
	Water Heating	\$6.00	\$8.00	\$11.00	\$13.00	\$17.00	\$19.00	\$22.00
Natural Gas	Cooking	\$3.00	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00
	Home Heating	\$23.00	\$32.00	\$41.00	\$49.00	\$63.00	\$72.00	\$81.00
	Tax	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
	Water Heating	\$8.00	\$11.00	\$14.00	\$17.00	\$21.00	\$24.00	\$28.00
Oil	Home Heating	\$55.00	\$77.00	\$100.00	\$122.00	\$154.00	\$177.00	\$200.00
	Water Heating	\$18.00	\$25.00	\$32.00	\$40.00	\$50.00	\$58.00	\$65.00
Sewer	Other	\$8.00	\$11.00	\$14.00	\$17.00	\$21.00	\$24.00	\$28.00
Trash Collection	Other	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
Water	Other	\$7.00	\$9.00	\$12.00	\$14.00	\$18.00	\$21.00	\$23.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$



Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Family Name: _____ Unit Address: _____ _____	Bedroom Size: _____
--	----------------------------

Region: 4 - Southern Virginia		Unit Type: 4 Exposed Walls				Effective Date: 12/01/2011		
Utility	Usage	Monthly Dollar Amount						
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$7.00	\$9.00	\$12.00	\$14.00	\$18.00	\$21.00	\$23.00
	Home Heating	\$47.00	\$67.00	\$85.00	\$104.00	\$131.00	\$152.00	\$170.00
	Water Heating	\$16.00	\$22.00	\$28.00	\$34.00	\$43.00	\$50.00	\$56.00
Electricity	Cooking	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00	\$8.00	\$10.00
	Cooling (A/C)	\$7.00	\$8.00	\$10.00	\$14.00	\$17.00	\$20.00	\$22.00
	Home Heating	\$22.00	\$29.00	\$38.00	\$47.00	\$60.00	\$68.00	\$77.00
	Other Electric	\$14.00	\$17.00	\$23.00	\$28.00	\$36.00	\$40.00	\$46.00
	Tax	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
	Water Heating	\$8.00	\$11.00	\$14.00	\$18.00	\$22.00	\$26.00	\$29.00
Natural Gas	Cooking	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00	\$8.00	\$10.00
	Home Heating	\$21.00	\$26.00	\$35.00	\$43.00	\$54.00	\$61.00	\$70.00
	Tax	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
	Water Heating	\$6.00	\$8.00	\$11.00	\$13.00	\$17.00	\$19.00	\$22.00
Oil	Home Heating	\$35.00	\$48.00	\$61.00	\$75.00	\$95.00	\$109.00	\$122.00
	Water Heating	\$11.00	\$15.00	\$20.00	\$24.00	\$31.00	\$35.00	\$40.00
Sewer	Other	\$19.00	\$26.00	\$33.00	\$41.00	\$52.00	\$59.00	\$67.00
Trash Collection	Other	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Water	Other	\$13.00	\$18.00	\$23.00	\$29.00	\$36.00	\$42.00	\$47.00
		UTILITY ALLOWANCE TOTAL:						
		\$	\$	\$	\$	\$	\$	\$



Virginia Housing Development Authority
Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Family Name: _____	Bedroom Size: _____
Unit Address: _____	

Region: 5 - Southwest Virginia		Unit Type: 4 Exposed Walls				Effective Date: 07/01/2011		
Utility	Usage	Monthly Dollar Amount						
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$10.00	\$13.00	\$17.00	\$21.00	\$27.00	\$30.00	\$34.00
	Home Heating	\$70.00	\$98.00	\$125.00	\$152.00	\$193.00	\$220.00	\$249.00
	Water Heating	\$23.00	\$32.00	\$41.00	\$50.00	\$63.00	\$72.00	\$82.00
Electricity	Cooking	\$2.00	\$3.00	\$4.00	\$4.00	\$6.00	\$6.00	\$7.00
	Cooling (A/C)	\$5.00	\$8.00	\$9.00	\$12.00	\$15.00	\$17.00	\$19.00
	Home Heating	\$21.00	\$26.00	\$35.00	\$43.00	\$54.00	\$61.00	\$70.00
	Other Electric	\$12.00	\$16.00	\$21.00	\$25.00	\$32.00	\$36.00	\$41.00
	Tax	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
	Water Heating	\$7.00	\$10.00	\$13.00	\$15.00	\$20.00	\$22.00	\$25.00
Natural Gas	Cooking	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00	\$8.00	\$10.00
	Home Heating	\$22.00	\$29.00	\$37.00	\$46.00	\$58.00	\$67.00	\$75.00
	Tax	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
	Water Heating	\$7.00	\$9.00	\$12.00	\$14.00	\$18.00	\$21.00	\$23.00
Oil	Home Heating	\$60.00	\$84.00	\$108.00	\$131.00	\$167.00	\$191.00	\$215.00
	Water Heating	\$20.00	\$27.00	\$35.00	\$43.00	\$55.00	\$62.00	\$70.00
Sewer	Other	\$14.00	\$19.00	\$24.00	\$30.00	\$38.00	\$43.00	\$49.00
Trash Collection	Other	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Water	Other	\$13.00	\$18.00	\$23.00	\$28.00	\$35.00	\$40.00	\$46.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$

Your Right to Cancel:

You are entering into a transaction that will result in a mortgage lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is _____; or
2. The date you received your Truth-in-Lending Disclosure Statement; or
3. The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

(Subrecipient's address)

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must, send the notice of cancellation no later than midnight of _____ (date), or (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I wish to cancel

Borrower's Signature

Date

Borrower's Signature

Date

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The Subrecipient must use an attorney to ensure the Deed is properly prepared.

(Lender's Name)

This Deed Of Trust Made this _____ day of _____, 20____, by and between _____, (herein referred to as "Borrower"), and _____ and _____ (herein referred to as "Trustees") , either of whom may act; and _____

(Lender's Name and Address)

(herein referred to as "Lender").

RECITALS

Whereas, the Borrower has executed a deed of trust note of even date (the "Note") payable to the Lender in the amount of _____ dollars (\$_____) and maturing on ____ day of _____, 20____, and evidencing a loan for rehabilitation of the Property (as defined herein below) intended for occupancy by persons of low and moderate income. The Borrower desires to secure to the Lender the payment of certain indebtednesses of the Borrower to the Lender and the performance of certain covenants made by the Borrower to the Lender; **and**

Whereas, the aforementioned deed of trust note of even date (the "Note") reflects that:

_____ dollars (\$_____) of the aforementioned amount is a loan and matures on ____ day of _____, 20____, **(if not applicable, insert N/A in each of the foregoing blanks); and**

_____ dollars (\$_____) of the aforementioned amount is forgiven monthly on each ____ day of _____, 20____, for _____ (_____) months until the forgiven balance is paid in full **(if not applicable, insert N/A in each of the foregoing blanks).**

Now Therefore, Witnessed: That for and in consideration of the provisions of this Deed of Trust (herein referred to as "Deed") and of \$1.00 cash in hand paid and other valuable consideration, the receipt whereof is hereby acknowledged, the Borrower does hereby grant and convey unto the Trustees, with General Warranty, the real property described with particularity below:

(Property Description)

Together with all buildings, improvements, and fixtures now or hereafter erected thereon, including without limitation all apparatus, equipment, fixtures or articles, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and all items of personal property and any other thing now or hereafter therein or thereon used in connection with the Property including without limitation screens, window shades, storm doors and windows, affixed floor coverings, screen doors, Venetian blinds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements relating to the Property, as well as any unearned hazard insurance premium with respect to such property, all of which are hereby pledged, assigned, transferred and set over unto the Trustees, whether now due or hereafter to become due. All of the foregoing realty and personalty are hereafter sometimes referred to as the "Property".

In Trust, However, to secure to the Lender the performance and payment by the Borrower of the indebtednesses described in Paragraphs 1,2 and 3 below, which indebtednesses are sometimes referred to herein as the "Secured Indebtednesses", and also to secure the due and punctual performance by Borrower of each and every covenant, condition and agreement contained herein, and each and every other obligation, covenant and agreement (sometimes referred to herein as the "Secured Covenants") of the Borrower to and with the Fund concerning or relating to the Property.

SECURED INDEBTEDNESSES

The **Secured Indebtednesses** consist of:

1. Indebtednesses under Note. All obligations under the Note, if any, and each note given in substitution for, or upon any renewal or extension of, the Note.

2. Indebtednesses Arising Under Deed of Trust. All indebtednesses to the Lender and to the Trustees which arise under any of the Borrower's covenants expressly made herein, including fees of their attorneys and agents and other expenses respectively incurred by them in connection with the performance by or assertion of their respective rights and/or duties as set forth in this Deed.

3. Other Indebtednesses. All other indebtednesses of the Borrower to the lender, whether arising out of the Secured Covenants or otherwise, whether now existing or hereafter incurred, whether or not represented or evidenced by negotiable instruments or other writings.

Whenever moneys are to be applied by the Lender to the payment of the Secured Indebtednesses, the Lender shall determine, in its sole discretion, the order and manner in which such moneys are to be applied to the individual indebtednesses secured hereby, unless expressly provided otherwise by this Deed, by other written agreement between the Borrower and the Lender or by law.

ADDITIONAL SECURITY

As additional security for the payment of the Secured Indebtednesses and performance of the Secured Covenants, the Borrower hereby transfers, sets over and assigns to the Lender:

A. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of; (i) any taking of the Property by or under assertion of the power of eminent domain; (ii) any damage to or destruction of the Property by insured casualty; and (iii) any other injury or damages to the Property. The Lender is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part to the reduction of the Secured Indebtednesses and/or to the performance of the Secured Covenants.

SECURED COVENANTS

The **Borrower covenants and agrees as follows:**

(1) **Payment and Performance.** Borrower shall pay without demand all Secured Indebtedness and shall fully perform without demand all Secured Covenants, when such payments or performances are due.

(2) **Payment and Discharge of Liens.** Borrower shall pay when due all amounts and shall perform all covenants secured by any deeds of trust recorded prior to this Deed. The Borrower also shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof having priority over the lien of this Deed, and the Borrower shall not at any time create or allow to exist any prior lien on the Property or any part thereof of whatsoever kind or nature other than those specifically approved by the Lender; provided, however, that the following are excepted from the foregoing: (i) liens for taxes and assessments which are not delinquent although by law are given the status of a lien and (ii) such of the above claims as are, and during the time they are, being contested by the Borrower in good faith and by appropriate legal proceedings, but the Borrower shall post such security for the payment of such contested claims as is requested by the Lender.

(3) **Maintenance of the Property.** (i) Borrower shall promptly repair, restore or rebuild any part of the Property that may become damaged or be destroyed while subject to the lien

of this Deed; **(ii)** Borrower shall not commit or suffer waste of the Property; **(iii)** Borrower shall not commit or suffer to be done or exist on or about the Property any condition whereby the Property shall become less valuable; **(iv)** without prior written permission, Borrower shall not remove or demolish the Property; **(v)** Borrower shall comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and not to suffer or permit any violations thereof.

(4) Inspections. The Lender and its agents shall have the right of entry and free access to the Property and right to inspect all buildings, fixtures and equipment in the Property. All books, contracts, records, documents, and other papers relating thereto shall at all times be available at the Property (or such other place as the Lender shall approve) in reasonable condition for proper audit and shall be subject to examination and inspection and copying at any reasonable time by the Lender or its authorized agents. It is understood and agreed that any inspection hereunder by the Lender shall be for the sole benefit and protection of the Lender, and neither the Borrower nor any other party shall be entitled to rely upon such inspection or the results therefrom for any purpose whatsoever, including without limitation the assertion of ; **(a)** any claim or defense with respect to any failure by the Borrower to perform in accordance with the terms of this Deed; or **(b)** any waiver or other modifications of the rights of the Lender or obligations of the Borrower hereunder.

(5) Insurance. Borrower shall maintain insurance for the full replacement cost of the Property, and shall maintain policies of insurance against such other hazards, casualties and contingencies as the Lender may require, with all such policies naming the Lender as the mortgagee and to be in form satisfactory to, and with insurance companies approved by, the Lender. The proceeds of any such insurance shall be applied by the Lender to the restoration of the Property damaged or destroyed, under safeguards satisfactory to the Lender in its sole discretion. Such policies shall, at the option of the Lender, be directed to and held by the Lender without liability. Borrower shall provide to the Lender annual certificates of insurance or endorsements, as applicable, and evidence that insurance policy premiums have been paid when due.

(6) Payment of Escrow Deposits. **(i)** At the option of the Lender, the Borrower shall pay to the Lender, to the extent requested by the Lender, on the dates upon which interest is payable, such amounts as the Lender from time to time estimates are necessary to create and maintain a fund from which to pay before the same become due, all taxes, assessments, liens, hazard insurance premiums, and charges on or against the Property. Payments from said fund for said purposes may be made by the Lender at its discretion even though subsequent owners of the Property may benefit thereby. Funds deposited for one purpose may be disbursed by the Lender for any of the other purposes listed in this Section. **(ii)** Payments pursuant to this Section and payments due under the Note shall be added together and the aggregate amount thereof shall be paid by the Borrower each month in a single payment to be applied by the Lender to the following items in the order set forth:

- A. Amounts required pursuant to subparagraph (i) of this Section.**
- B. Interest due under the Note.**
- C. Amortization of principal due under the Note.**

Any excess funds accumulated under this Section remaining after payment of the items herein mentioned shall be credited to subsequent monthly payments of the same nature required hereunder. If any such item shall exceed the estimate therefore, the Borrower shall without demand forthwith make good the deficiency.

(7) **Payment of Taxes and Utility Charges.** The Borrower shall pay, when due, all taxes and assessments both general and special, ground rents, fines, penalties, impositions, levies, dues and charges of every type or nature levied upon or assessed against the Property including any personal property included thereon, or upon the interest therein of the Lender or the Trustees hereunder and shall annually provide to the Lender evidence that all such payments have been paid when due.

(8) **Warranty of Title.** The Borrower is lawfully seized of an indefeasible estate in the Property in fee simple, free from encumbrances except as accepted by the Lender, has good right and power to convey the Property, does hereby warrant generally the same, and shall execute such further assurances as may be requisite.

(9) **Attorneys' Fees: Costs of Trustees' Sale.** If the Lender employs an attorney to collect any or all of the Secured Indebtednesses or to foreclose this Deed, or authorizes the Trustees to conduct Trustees' sale proceedings hereunder, then the Trustees and the Lender shall be reimbursed by Borrower, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or either of them in any such case whether or not suit be commenced, and the same shall be secured hereby.

(10) **Sale or Forbearance.** No sale of the Property, forbearance on the part of the Lender or extension of the time for the payment of the Secured Indebtednesses given by the Lender shall operate to release, discharge, modify, change or affect the original liability of the Borrower herein either in whole or in part.

(11) **Rights of Lender to Remedy Defaults.** If the Borrower defaults in payment of any sums or in the performance of any act required to be paid or performed by the Borrower under the provisions of any of the covenants herein, the Lender may, at its option, make payment thereof or perform any act required of the Borrower, to such extent and in any form or manner deemed expedient by the Lender, and pay any other sums, expenses, and charges, including attorneys' fees which the Lender deems necessary or appropriate therefore. The lender shall be the sole judge of the validity, priority and amount of any such claims so paid by it and the necessity for the performance by the Lender of any such act which the Borrower was required but failed to perform. The Lender at its option, shall be subrogated to any encumbrance, lien, claim or demand which it has paid under the provisions hereof and any such subrogation rights shall be additional and cumulative security to those set forth in this Deed and as provided by law.

(12) **Repayment to the Lender.** Upon the payment of any sums or performance of any act which the Borrower fails to pay or to perform, the amount so paid or the cost of performing any such act, together with other sums paid or incurred by the Lender (including

charges, expenses and attorney's fees deemed necessary or appropriate by the Lender to effect such payment or to perform such act) immediately and without demand, shall be paid by the Borrower to the Lender. The foregoing amounts shall be secured hereby.

(13) Regulatory Covenants. (a) The Borrower hereby agrees that it shall comply with the provisions of all applicable federal, state, and local laws prohibiting discrimination in housing and that the Borrower, to the extent it has employees, and all contractors and subcontractors engaged in the construction, rehabilitation, or management of the Property, shall provide an equal opportunity for employment without unlawful discrimination. (b) The provisions of this subparagraph (b) shall apply during the period when the Note, if any, is secured by this Deed. (i) The "Rehabilitation" shall be deemed to be the provision or the performance of the labor, services or material necessary to install, construct or complete those improvements in accordance with the work write-up or the plans and specifications for the Property which were submitted to and approved by the Lender (such write-up or plans and specifications are referred to herein as the "Plans"). The Plans are incorporated herein by reference.

(14) Sections 55-59, 59.1 through 59.4 and 55-60, Code of Virginia. The duties, rights and obligations set forth in Section 55-59 of the Code of Virginia shall be deemed to be superseded by the provisions of this Deed. Except as otherwise herein expressly provided, this Deed shall be construed to incorporate the provisions of Sections 55-59.1 through 55-59.4 of the Code of Virginia as now in force and specifically to incorporate herein the following provisions, by short form reference below, of Sections 55-59.2, 55-59.4 and 55-60 of the Code of Virginia:

Exemptions waived.

Renewal, extension or reinstatement permitted.

Any Trustee may act.

Advertisement required: Such advertisement shall be published once a day for three days.

(15) Events of Default. Any one or more of the following events shall constitute a default under this Deed: (a) Default in the payment of any portion of the Secured Indebtednesses or any installment thereof, whether principal, interest, loan repayment or otherwise, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise; or (b) Default in the due performance or observance of any Secured Covenant; or (c) Misrepresentation or omission by the Borrower of any material fact in the Application, any supplements or amendments thereto or in or with respect to any document or information furnished pursuant thereto. (d) If the Borrower shall be involved in financial difficulties as evidenced : (i) by an admission in writing of its inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the National Bankruptcy Act (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making an assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of its assets or to the filing of a petition against it under said Bankruptcy Act; (v) by being adjudicated a bankrupt; (vi) by the entry of a court order appointing a receiver

or trustee for all or a substantial part of the assets of the Borrower or approving as filed in good faith a petition filed against it under said Bankruptcy Act; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Borrower; (viii) by an attachment for an amount in excess of \$5,000 on any substantial part of the assets of the Borrower which shall not be discharged within thirty (30) days from the making thereof; (ix) by a judgment or decree for the payment of money in excess of \$5,000 being entered against the Borrower, or if an attachment, execution or levy is made upon any of its assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be; or (x) by default under any deed of trust recorded prior to this deed.

(16) Remedies on Default.

(a) **Acceleration.** In the event of any default hereunder, then all of the Secured Indebtednesses shall, at the option of the Lender, become at once due and payable. No failure by the Lender to exercise such option shall be deemed or construed as a waiver of the right to exercise same in the event of any subsequent or continuing event or default.

(b) **Sale.** In the event of default hereunder, then at the request of the Lender the Trustees shall sell (and in the case of default of any purchaser, shall resell) the Property at auction for cash, unless the Lender and the Trustees shall agree upon other terms. Such sale shall be held, in the discretion of the Trustee, at the premises or in front of the circuit court building (or at such other place as the Trustees may select) in the city or county in which the Property or the greater part thereof lies, or in the corporate limits of any city surrounded by or contiguous to such county, or in the case of annexed land, in the county of which the land was formerly a part. Such sale shall be made upon such other terms and conditions, in such parcels and at such times as the Trustees shall deem proper. Upon compliance with the terms of such sale, the Trustees shall convey the Property in fee simple to and at the cost of the purchaser thereof (who shall not be required to see to the application of the purchase money) and to hold and apply the proceeds of such sale or sales in the manner provided by law and this Deed.

(c) **Entry and Receivership.** In the event of any default hereunder and irrespective of whether the Lender accelerates the maturity of all indebtednesses secured hereby, the Lender may exercise the rights and remedies provided herein. In addition, in the event of such default, the Lender or the Trustees, upon the Lender's written demand to the Trustees, without notice may enter upon and take possession of the Property or any part thereof, and perform personally or by their agents any acts which the Lender or the Trustees deem necessary or proper to operate, manage and conserve the Property and/or have a receiver appointed. The expenses (including but not limited to the Lender's, the Trustees' and the receiver's fees, counsel fees, costs and agents' compensation) incurred pursuant to the powers herein contained shall be secured hereby. In the event that the Trustees take possession of the Property pursuant hereto, the Trustees shall after payment of all their costs and expenses, pay to the Lender all rents and other income collected by the Lender or the Trustees, and the Lender shall apply the same to the payment of the Secured Indebtednesses.

The right under this subparagraph (c) to enter and take possession of the property and to manage and operate the same whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof.

(d) Application of Funds. With respect to funds (including investments therefrom) which are security under this Deed, the Lender shall, in the event of default hereunder, have the right, in addition to all other rights and remedies hereunder, at any time and from time to time to expend all or any part of such funds for the repayment of the Secured Indebtedness or the performance of the Secured Covenants. In the event of a sale under subparagraph (b), any such funds then remaining shall be applied to the Secured Indebtednesses.

(17) Delay. No delay by the Lender or the Trustees in exercising any right or remedy hereunder or otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

(18) Sales and Transfers Prohibited. During the period that the Note is secured by this Deed, the Borrower shall not, without the prior written consent of the Lender, sell assign, convey, or transfer, nor suffer or permit any sale, assignment, conveyance or transfer of all or any part of any interest in the Property or any other security hereunder. Any permitted sale, conveyance or transfer shall be on such terms and conditions as the Lender shall prescribe.

(19) Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Lender, to be exercised at any time hereafter, without specifying any reasons therefore by filing for record in the Clerk's office where this instrument is recorded a deed of appointment. Said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Lender deems advisable. The exercise of said power of appointment, no matter how often, shall not be an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of their, his or its predecessor in the trusts hereunder, with like effect as if originally named as trustee or as one of the trustees hereunder.

(20) Notice. Unless required by law, notice of the exercise of any option granted to the Lender herein need not be given, and the Borrower hereby waives, to the extent permitted by law, any notice of the election of the Lender to exercise any such option.

(21) Remedies Cumulative. No remedy herein contained or conferred upon the Lender or the Trustees is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Lender or to the Trustees, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

(22) **Successors, Assigns, Gender, Number.** The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

23) **Security Agreement.** This Deed shall constitute a security agreement under the Uniform Commercial Code for the benefit of the Lender as Secured Party. In the event of default hereunder, the Lender may, at its sole election, proceed to enforce any one or more of the rights and remedies (I) as provided in this Deed or any other agreements or instruments relating to the Property, or (ii) as otherwise provided by law.

(24) **Headings.** The headings herein are inserted only for convenience of referenced and in no way define, limit or describe the scope or intent of this Deed, or of any particular provision thereof, or the proper construction thereof.

Upon the payment of all Secured Indebtednesses and upon the performance of all Secured Covenants, the Borrower covenants to pay the expenses of releasing this Deed.

WITNESS the following signatures and seals

_____(SEAL)

_____(SEAL)

STATE OF VIRGINIA

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

SIGNATURE: _____
Notary Public

My commission expires: ____/____/____ Registration number: _____

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The Subrecipient must use an attorney to ensure the Note is properly prepared.

(Borrower's Name)

FOR VALUE RECEIVED, THE UNDERSIGNED _____, (the "**Borrower**"), promises to pay to the order of _____, its successors and assigns (the "**Noteholder**") the principal sum of \$ _____ (_____ dollars), together with interest and all other sums due hereunder or under the terms of the Deed of Trust made by **Borrower** for the benefit of **Noteholder** of even date herewith (the "**Deed of Trust Note**") (which may be collectively referred to herein as the "**Obligations**"), in lawful money of the United States of America.. Said Obligations shall be paid over a term, at the times, and in the manner set forth below.

The loan evidenced by this **Note** is being made to finance the improvement of certain property pursuant to the Community Development Block Grant Program.

1. Amount Borrowed: Based on **Borrower's** Ability-to-Pay (ATP), the Borrower promises to pay the principal sum of \$ _____ (_____ dollars) to the **Noteholder**.
2. Ability-to-Pay: The **Borrower's** ATP should be calculated using Virginia Department of Housing and Community Development methodology and calculated at least annually or more frequently if requested by **Borrower** or **Noteholder**, to accurately reflect adjustments to **Borrower's** ATP. Those calculations are reflected as attachments to this **Note** and reflect the amount of payments due and forgiven. Attachments shall be dated and signed by both the **Borrower** and **Noteholder**. The most recent ATP calculation shall supersede all previous ATP calculations.
3. Interest: This **Note** secured by the Deed of Trust (this "**Note**") shall bear interest at the rate of zero percent (0%) per annum.
4. Term: The term of this loan is 10 (ten) years.
5. Payments: **Borrower** is obligated to make 120 (one hundred twenty) monthly payments to the **Noteholder** in an amount of (insert amount of loan divided by 120) based on the **Borrower's** ATP.

Monthly payments shall be due on the 1st day of each month beginning the first month following the execution of this document or the ____ day of _____, 20____, and continuing on the like day of each successive month thereafter until the entire indebtedness evidenced hereby is fully paid.

The Obligations shall be payable at the office of “**Noteholder**” at _____ (*insert address*) or at such other address as the **Noteholder** may from time to time designate. Said Obligations shall be paid over a term, at the times, and in the manner set forth below.

6. Forgiveness: The difference between the amount of the monthly payment in Section #5 herein and the **Borrower’s** ATP is forgiven at the time each monthly payment is made.
7. Deferred Payments: Any amount of the **Borrower’s** payment that is due but is not paid in any given month, both the ATP and forgiven amounts will be added onto the end of the loan period, adjusting the maturity date.
8. Maturity Date: The unpaid principal balance of this **Note**, if not sooner paid, shall be due and payable: (a) in full upon the sale or transfer of the Property (as defined in the Deed of Trust); (b) when the Borrower ceases to use the Property as [his / her / their] primary residence; or (c) on the date ten (10) years from the date of this Note, whichever event occurs earlier (the “**Maturity Date**”).
9. Certification of Satisfaction: When the **Maturity Date** is reached, the **Noteholder** shall mark the **Note** “paid in full” and issue a *Certification of Satisfaction* to the **Borrower**.
10. Prepayment: **Borrower** shall have the right to prepay all or any part of the Obligations at any time. At the option of the **Noteholder**, prepayments shall be applied to reduction of the indebtedness in the inverse order of maturity of the installments provided for herein.
11. Late Payments: At the option of **Noteholder**, the following penalty may be applied if the Borrower is late in [his / her / their] monthly payment:
 - a. The undersigned shall pay to the **Noteholder** a late fee of _____ percent (____ %) of the payment amount.
 - b. The undersigned shall pay to the **Noteholder** a late fee of \$ _____ (_____ dollars) of any installment not received by the **Noteholder** within _____ days of its due date.
12. Default:
 - a. In the event that any monthly installment due under this Note is not paid when due and remains unpaid for a period of _____ days after written notice is sent stating that any of the parties hereto shall be in default in the performance of any of the covenants, terms or conditions of the instrument securing the indebtedness evidenced hereby, then the entire principal amount outstanding hereunder and accrued interest thereon shall at once become due and payable at the option of the **Noteholder**. Failure to exercise such option upon default shall not constitute waiver of the right to exercise such option upon any subsequent default.
 - b. During the existence of any default, **Noteholder** may apply any sums received, including but not limited to, insurance proceeds or condemnation awards, to any amount then due and owing hereunder or under the terms of any of the other Loan Documents as **Noteholder** may determine. Neither the right nor the exercise of the right herein granted unto **Noteholder** to apply such proceeds as aforesaid shall serve to cure the default or

preclude **Noteholder** from exercising its option to cause the entire indebtedness evidenced by this Note to become immediately due and payable by reason of **Borrower's** default under the terms of this **Note** or any of the other Loan Documents.

- c. Any notice required hereunder shall be given as provided in the Deed of Trust.
- 13. Severability: If any clauses or provisions herein operate or would prospectively operate to invalidate this **Note**, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this **Note** shall remain operative and in full force and effect.
- 14. Assignability: This **Note** and the instrument securing the same may be sold, assigned, and transferred by the **Noteholder**.
- 15. Homestead: The undersigned makers, and any and all endorsers, sureties, guarantors and assumers hereof (each a "Party" and collectively the "Parties" hereto), hereby jointly and severally waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground of any extension(s) of the time of payment or of the due dates of this **Note**, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this **Note** or any part hereof.

This **Note** shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and if controlling, by the laws of the United States and shall be binding upon **Borrower**, its heirs, personal representatives, successors and assigns and shall inure to the benefit of **Noteholder**, its successors and assigns.

This **Note** is secured by a Deed of Trust of even date herewith conveying real property and other security, which real property is briefly described as _____ located in the _____ of _____, Virginia, and more fully described in said Deed of Trust, in which the Trustees are _____ and _____.

WITNESS the following signatures.

Signature of Borrower

Signature of Borrower

Property Address:

COMMONWEALTH OF VIRGINIA
TOWN/CITY/COUNTY OF _____

This is to certify that this is the Note described in and secured by a Deed of Trust dated _____, 20____, on the Property located in _____, Virginia.

SIGNATURE: _____
Notary Public

My commission expires: ____/____/____ Registration number: _____